# COPY -Application Maury Regional Medical Ctr.

CN1505-017

1.	Name of Facility, Agency	<u>, or Institution</u>			
	6		_		
	Maury Regional Hospital d/b/a	Maury Regional Medica	l Center		
	Name				
	1224 Trotwood Avenue			Maury	
	Street or Route			County	
	Columbia	Tennessee		38401	
	City	State		Zip Code	
2.	Contact Person Available	e for Responses to	<u>Questions</u>		
	Paul Betz	Ch	ief Operations Off	icer	
	Name		Title		
	1224 Trotwood Avenue	Columbia	Tennessee	38401	
	Street or Route	City	State	Zip Code	
	Employee	931-380-4002		-540-4160	
	Association with Owner	Phone Number	F	Fax Number	
3.	Owner of the Facility, Ag	ency or Institution			
	Maury County			31-380-4001	
	Name		F	Phone Number	
	1224 Trotwood Avenue		Maury		
	Street or Route		County		
	Columbia	Tennessee		38401	
	City	State		Zip Code	
	Response: Attachment A.3 is		Maury Regional M	edical Center	
4.	Type of Ownership or Co	<u>ontrol (Check One)</u>			
		3			
	A. Sole Proprietorship	F. C	Sovernment (St	ate of TN or	
	B. Partnership	F	Political Subdiv	ision)	X
	C. Limited Partnership	G J	loint Venture		
	D. Corporation (For Pro	fit) H L	imited Liability	Company	
	E. Corporation (Not-for-		Other	(Specify)	
	Response: Attachment 4.4 is	a corporative organization	on chart for Maury	Regional Hospital.	

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS

5.	Name of Management/operating Entity (If Applicable)								
	Not	Applicable							
	Nam								
	Stre	et or Route		County					
	City		State	Zip Code					
		T ALL ATTACHMENTS AT THE FERENCE THE APPLICABLE IT		THE APPLICATION IN ORDER AND R ON ALL ATTACHMENTS.					
6.	Lov	ral Interest in the Site of t	ha Institutio	on (Chock One)					
0.	Le	gal Interest in the Site of t	ne institutio	on (Check One)					
	A.	Ownership	X D.	Option to Lease Other (Specify)					
	В. С.		E.	Other (Specify)					
		· · · · · · · · · · · · · · · · · ·		THE APPLICATION IN ORDER AND					
		FERENCE THE APPLICABLE I							
		sponse: Attachment A.6.1 is a co							
7.	Тур	e of Institution (Check as appro	priatemore	than one response may apply)					
	Α.	Hospital (Specify)		Nursing Home					
	B.	Ambulatory Surgical Treatment	J. K.	Outpatient Diagnostic Center  Recuperation Center					
	C.	Center (ASTC) Multi-Specialty ASTC, Single Specialty		Rehabilitation Facility					
	D.	Home Health Organization	<u>Б.</u> М.	Residential Hospice					
	E.	Hospice	N.	Non-Residential Methadone					
	F.	Mental Health Hospital	) <del></del> -	Facility					
	G.	Mental Health Residential	Ο.	Birthing Center					
	Н.	Treatment Facility Mental Retardation Institution	P.	Other Outpatient Facility (Specify)					
		Habilitation Facility (ICF/MR)	Q.	(Specify)					

8.	Pur	pose of Review (Check) as appro	priate m	ore than one response may apply)	
	A. B. C. D.	New Institution Replacement/Existing Facility Modification/Existing Facility Initiation of Health Care Service As defined in TCA § 68-11-1607 (4) (Specify) Discontinuance of OB Services	H.	Change in Beds Complement [Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, <u>Distribution</u> , Conversion, Relocation	X
	F.	Acquisition of Equipment	]. J.	Change of Location Other (Specify)	

		Current	Beds	04 55 1	D. J.	TOTAL Beds
		Licensed	*CON	Staffed Beds	Beds Proposed	at Completion
A.	Medical	73		44		73
B.	Surgical	61		39	-2	59
С	Long-Term Care Hospital					
D	Obstetrical	25		24		25
E.	ICU/CCU (includes 49 step down)	73		73	+2	75
F.	Neonatal	11		8	*	11
G	Pediatric	12		6		12
Н	Adult Psychiatric					
1.	Geriatric Psychiatric					
J.	Child/Adolescent Psychiatric			· · · · · · · · · · · · · · · · · · ·	/ <u></u>	aT
K.	Rehabilitation			·	,	
L.	Nursing Facility (non-Medicare					3
M	Nursing Facility Level 1 (Medicaid		30,			
N	Nursing Facility Level 2 (Medicare					-
0	Nursing Facility Level 2 (dually					
Ρ.	ICF/MR		-			
Q	Adult Chemical Dependency					
R	Child and Adolescent Chemical					Ni
S.	Swing Beds					92
Τ.	Mental Health Residential					
U	Residential Hospice					
	TOTAL	255	0	194	0	255

10.	Medicare Provider Number	044-0073				
10.	Certification Type	Acute Care Hospital				
11.	Medicaid Provider Number	044-0073				
114	Certification Type	Acute Care Hospital				
12.	If this is a new facility, will certification be sought for Medicare and/or Medicaid?					
	Response: Not Applicable. Maury Regional Medical Center is presently, and will continue to be a provider for Medicare, TennCare, and Medicaid.					
	provider for Medicare, TennCare, and N	Medicaid.				

NOTE:

**Section B** is intended to give the applicant an opportunity to describe the project and to discuss the need that the applicant sees for the project. **Section C** addresses how the project relates to the Certificate of Need criteria of Need, Economic Feasibility, and the Contribution to the Orderly Development of Health Care. **Discussions on how the application relates to the criteria should not take place in this section unless otherwise specified.** 

### SECTION B: PROJECT DESCRIPTION

Please answer all questions on 8 1/2" x 11" white paper, clearly typed and spaced, identified correctly and in the correct sequence. In answering, please type the question and the response. All exhibits and tables must be attached to the end of the application in correct sequence identifying the questions(s) to which they refer. If a particular question does not apply to your project, indicate "Not Applicable (NA)" after that question.

I. Provide a brief executive summary of the project not to exceed two pages. Topics to be included in the executive summary are a brief description of the proposed services and equipment, ownership structure, service area, need, existing resources, project cost, funding, financial feasibility and staffing.

Response: <u>Description</u> This proposed project is for the renovation of 28,000 square feet of space on the fifth floor of the West Tower to consolidate and relocate the two critical care units from the first and second floors. The project includes new equipment and furniture for the consolidated critical care unit. The number of critical care beds will be increased from 24 to 26, and the number of surgical beds will be reduced from 61 to 59. The number of licensed beds will not change as a result of this project.

Ownership Structure Maury Regional Hospital, dba Maury Regional Medical Center, is a governmental, not-for-profit hospital created by a private act in 1949 and is 100 percent owned by Maury County, Tennessee. Maury Regional Hospital owns or operates two hospitals, and several other health care providers. It is part owners of three joint ventures. A corporate organization chart is presented in Attachment A.4.

Service Area Maury Regional Medical Center serves as a regional hospital for an eight-county area with an estimated current population of 247,022 The eight-county service area consists of Maury, Marshall, Giles, Lawrence, Lewis, Wayne, Perry, and Hickman counties. During 2013, 96 percent of the admissions to the hospital were by residents of the service area, with 44 percent of these admissions from Maury County.

Need The primary need for this project is lack of space in the two existing critical units, and to consolidate these two units. The lack of space is having a negative effect on the daily operation of the critical care service. These two units were constructed over 30 years ago and have not received a major renovation. The patient rooms are small and poorly designed. Some of the problems with these rooms are poor visibility of some of the patients, lack of clear pathways, not fitted for current technology, and poor natural light. The average size of patient rooms will be increased by approximately 65 percent as a result of this project. Space is not available for adequate storage, family waiting, isolation, and storage of interdisciplinary team equipment. The amount of support space will increase by approximately 43 percent per bed as a result of this project.

Existing Resources There are seven hospitals located in the eight-county service area. Only three of these hospitals (Maury Regional Medical Center, Crockett Hospital, and Hillside Hospital) provide intensive care services. This proposed project will have little or no affect on the volume of intensive care days at the other hospitals in the service area. The project is justified on the volume of patients presently utilizing these services at Maury Regional Medical Center. During 2013, these three hospitals provided 8,274 intensive care patient days. Maury Regional provided 6,372 of these critical care patient days, or 77 percent of total days.

<u>Project Cost/Funding</u> The project cost is \$11,624,715 and will be funded by taxexempt bonds. Attachment C. Economic Feasibility 2.1 is a resolution authorizing the issuance of these bonds.

<u>Financial Feasibility</u> This project is financially feasible. The hospital has a positive operating income and this project is projected to have a positive net operating income during the first year of operation.

<u>Staffing</u> The current staffing of the two critical care units is 64.2 paid FTEs (56.1 RNs and 8.1 patient care assistants). Because of an expected increase in patient days, this staffing is expected to increase by 4.2 FTEs (3.6 RNs and 0.6 patient care assistants).

- II. Provide a detailed narrative of the project by addressing the following items as they relate to the proposal.
  - A. For the establishment or modification of a healthcare institution describe the development of and need for the proposal. Health care institutions include:
    - 1. Nursing home
    - 2. Hospital
    - 3. Ambulatory Surgical Treatment Center
    - 4. Birthing Center
    - 5. Mental Health Hospital
    - 6. Intellectual Disability Institutional Habilitation Facility
    - 7. Home Care Organization (Home Health Agency or Hospice Agency)
    - 8. Outpatient Diagnostic Center
    - 9. Rehabilitation Facility
    - 10. Residential Hospice
    - 11. Nonresidential Substitution-based Treatment Center for Opiate Addition

Describe the construction, modification and/or renovation of the facility (exclusive of major medical equipment covered by T.C.A. § 68-11-1601 et seq.) including square footage, major operational areas, room configuration, etc. Applications with construction, modification and/or renovation costs should complete the Square Footage and Cost per Square Footage Chart. Utilizing the attached Chart, applicants with hospital projects should complete Parts A.-E. by identifying as applicable nursing units, ancillary areas, and support areas affected by this project. Provide the location of the unit/service within the existing facility along with current square footage, where, if any, the unit/service will relocate temporarily during construction and renovation, and then the location of the unit/service with proposed square footage. The total cost per square foot should provide a breakout between new construction and renovation cost per square foot. Other facility projects need only complete Parts B.-E. Please also discuss and justify the cost per square foot for this project.

Response: The application proposes to renovate 28,000 square feet of space located on the fifth floor of the West Tower. The Square Footage and Cost per Square Footage Chart has been completed. No major medical equipment is requested.

The estimated renovation cost is \$244.64 per square foot. The median and third quartile renovation cost per square foot for hospital Certificate of Need applications approved from 2011 through 2013 was \$107.15 and \$249.00 per square foot. The construction cost for this project is higher than the median because:

- The construction cost for critical care units is more expensive than typical hospital renovation. Construction cost per square foot for critical care units is usually similar to operating room construction costs.
- All of the 28,000 square feet must be completely gutted and rebuilt. On most renovation projects, only a portion of the space must completely gutted.
- The fifth floor location makes the cost higher because of the difficulty of removing demolition debris and moving new construction materials to the fifth floor.

A letter from the architect stating the design and renovation of the facility will comply with codes and licensing requirements is presented in Attachment B. Project Description II.A.

B. Identify the number and type of beds increased, decreased, converted, relocated, designated, and/or redistributed by this application. Describe the reasons for change in bed allocations and describe the impact the bed change will have on the existing services.

Response: The number of licensed beds will not change as a result of this proposed project. The number of critical care beds will be increased from 24 to 26 and the number of surgical beds will be reduced from 61 to 59. Currently only 39 of the surgical beds are staffed. The reduction in two licensed surgical beds will not have a negative impact on the accessibility or operation of the surgical unit.

# SQUARE FOOTAGE AND COST PER SQUARE FOOTAGE CHART

		Į.					280						
		Total											6,850,000
Proposed Final	Cost/ SF	New											n
		Renovated											244.64
		Total	008'6	8,000						17,800	2,000	8,200	28,000
Proposed Final	Square Footage	New	ě	1						E.		: <b>k</b>	(1 <b>0</b> )E
Prop	Squi	Renovated	008'6	8,000						17,800	2,000	8,200	28,000
Proposed	Final	Location	5th Floor	5th Floor									
	Temporary	Location	None	None									
	Existing	SF	5,505	5,172						10,677	2,000	3,667	16,344
	Existing Location		1st & 2nd Floors	1st & 2nd Floors									
	A. Unit / Department		Patient Rooms	Support Areas		.0				B. Unit/Depart. GSF Sub-Total	C. Mechanical/ Electrical GSF	D. Circulation /Structure GSF	L C C F L

- C. As the applicant, describe your need to provide the following health care services (if applicable to this application):
  - 1. Adult Psychiatric Services
  - 2. Hospital-Based Alcohol and Drug Treatment for Adolescents (exceeding 28 days)
  - 3. Burn Units
  - 4. Cardiac Catheterization Services
  - 5. Child and Adolescent Psychiatric Services
  - 6. Extracorporeal Lithotripsy
  - 7. Home Health Services
  - 8. Hospice Services
  - 9. Magnetic Resonance Imaging (MRI)
  - 10. Neonatal Intensive Care Unit
  - 11. Opiate Addiction Treatment provided through a Non-Residential Substitution-Based Treatment Center for Opiate Addiction
  - 12. Open Heart Surgery
  - 13. Positron Emission Tomography
  - 14. Radiation Therapy/Linear Accelerator
  - 15. Rehabilitation Services
  - 16. Swing Beds
  - 17. Discontinuation of any obstetrical or maternity service
  - 18. Closure of a Critical Access Hospital
  - 19. Elimination in a critical access hospital of any service for which a certificate of need is required

Response: Not Applicable

D. Describe the need to change location or replace an existing facility.

Response: Not applicable.

- E. Describe the acquisition of any item of major medical equipment (as defined by the Agency Rules and the Statute) which exceeds a cost of \$2.0 million; and/or is a magnetic resonance imaging (MRI) scanner, positron emission tomography (PET) scanner, extracorporeal lithotripter and/or linear accelerator by responding to the following:
  - 1. For major medical equipment (not replacing existing equipment):
    - a. Describe the new equipment, including:
      - 1. Brief description of equipment including characteristics such as fixed or mobile; expected vendor and model (if known); for MRI use descriptors such as Tesla strength, open/closed bore; for linear accelerators use descriptors such as MeV strength, IMRT/IGRT/SRS capability; etc.;

- 2. Total cost (As defined by Agency Rule 0720-9-.01(13))
  - a. By Purchase or
  - b. By Lease;
- 3. Expected useful life;
- 4. List of clinical applications to be provided;
- 5. Documentation of FDA approval; and
- 6. For mobile major medical equipment list all sites that the unit is currently serving and its current schedule of operations at those sites.

Response: Not Applicable

b. Provide current and proposed schedules of operations.

Response: Not Applicable

- III. (A) Attach a copy of the plot plan of the site on 8 ½" x 11" sheet of white paper which must include:
  - 1. Size of site (in acres);
  - 2. Location of structure on the site; and
  - 3. Location of the proposed construction.
  - 4. Names of streets, roads or highways that cross or border the site.

    Please note that the drawings do not need to be drawn to scale. Plot plans are required for all projects.

Response: See Attachment B. Project Description III.(A).

(B) 1. Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients.

Response: There are no public transportation routes in the service area. Maury Regional Medical Center is easily accessible to the residents of its eight-county service area. The hospital is located on Highway 50. In addition, Highways 243, 31, 373, 50, 412, 246, 247 and 7 provide access to Columbia from the service area.

IV. Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. on 8 ½ x 11" sheet of white paper.

Note: <u>DO NOT SUBMIT BLUEPRINTS.</u> Simple line drawing should be submitted and need not be drawn to scale.

Response: See Attachment B. Project Description III.B.IV.

- V. For a Home Health Agency or Hospice, identify:
  - 1. Existing service area by County;
  - 2. Proposed service area by County;
  - 3. A parent or primary service provider;
  - 4. Existing branches; and
  - 5. Proposed branches.

Response: Not Applicable.

### SECTION C: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with Tennessee Code Annotated § 68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, and will contribute to the orderly development of health care." The three (3) criteria are further defined in Agency Rule 0720-4-.01. Further standards for guidance are provided in the state health plan (Guidelines for Growth), developed pursuant to Tennessee Code Annotated §68-11-1625.

The following questions are listed according to the three (3) criteria: (I) Need, (II) Economic Feasibility, and (III) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. Please type each question and its response on an 8 1/2" x 11" white paper. All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer. If a question does not apply to your project, indicate "Not Applicable (NA)."

### **QUESTIONS**

- 1. Describe the relationship of this proposal toward the implementation of the State Health Plan and <u>Tennessee's Health: Guidelines for Growth</u>, if applicable.
  - a. Please discuss how the proposed project will relate to the <u>5 Principles for Achieving</u>
    <u>Better Health</u> found in the State Health Plan. Please list each principle and follow it with a response.

The five principals outlined in the State Health Plan of achieving better health are:

- 1. The purpose of the State Health Plan is to improve the health of Tennesseans; Response: The implementation of this project will improve the health of the residents of the eight-county service area by the creation of a state of the art critical care unit equipped with the most advanced critical care equipment.
- 2. Every citizen should have reasonable access to health care; Response: The hospital is easily accessible by the local highway network. This system is briefly described in B. Project Description III. (B).1. Maury Regional Medical Center is a provider for all of the TennCare plans in the region and many managed care plans. Access to state of the art critical services will increase as a result of this project.
- 3. The state's health care resources should be developed to address the needs of Tennesseans while encouraging competitive markets, economic efficiencies, and the continued development of the state's health care system; Response: This project will utilize the applicant's resources in the development of a state of the art critical care program at Maury Regional Medical Center. The consolidation of the two critical care units should increase the efficiency of providing critical care.
- 4. Every citizen should have confidence that the quality of health care is continually monitored and standards are adhered to by health care providers; and Response: Maury Regional Medical Center is accredited by The Joint Commission and licensed by the Tennessee Department of Health. Copies of the last inspection by these organizations are presented in Attachment C. Orderly Development of Health Care.7.(b).2 and Attachment C. Orderly Development of Health Care.7.(b).3. The applicant will continue to be accredited and licensed by these organizations.

For the third time, Maury Regional Health System is ranked in the top 15 health systems in the nation for 2015 by Truven Health Analytics according to an article in the April 20 edition of Modern Health Care. They are the only system in Tennessee to make the 2015 list. Among the key finding were: (1) lower cost per episode, (2) better survival rates, (3) fewer complications, and (4) better patient safety and core measures.

5. The state should support the development, recruitment, and retention of a sufficient and quality health care workforce. Response: The applicant provides the clinical setting for Columbia State Community College for the training of registered nurses, radiology technologists, laboratory technologists, respiratory therapists, emergency medical technicians, and paramedics. The hospital serves as a training site for physical therapists for the University of Tennessee. Maury Regional Medical Center is also the clinical training site for licensed practical nurses.

In summary, this project will benefit the residents of the service area by the improvement of the critical care services at Maury Regional Medical Center. During 2013, 77 percent of the critical care patient days in the eight county service area were provided by Maury Regional Medical Center.

b. Please provide a response to each criterion and standard in Certificate of Need Categories that are applicable to the proposed project. Do not provide responses to General Criteria and Standards (pages 6-9 of the <u>Guidelines for Growth</u>) here.

Response: The Construction, Renovation, Expansion, and Replacement of Health Care Institutions section of the <u>Tennessee's Health: Guidelines for Growth</u> is applicable to this project.

1. Any project that includes the addition of beds, services, or medical equipment will be reviewed under the standards for those specific activities.

Response: Not applicable The number of licensed beds does not change as a result of this project.

- 2. For relocation or replacement of an existing licensed health care institution:
  - a. The applicant should provide plans which include costs for both renovation and relocation, demonstrating the strengths and weaknesses of each alternative.

Response: Not applicable

b. The applicant should demonstrate that there is an acceptable existing or projected future demand for the proposed project.

Response: Not applicable.

- 3. For renovation or expansion of an existing licensed health care institution:
  - a. The applicant should demonstrate that there is an acceptable existing demand for the proposed project.

Response: There is a high demand, for this critical care service. Maury Regional Medical Center serves as a regional provider of critical care services for the eight-county service area. During 2013, the applicant provided 77 percent of the total critical care patient days provided by hospitals located in the eight-county service area which has population of 247,022.

b. The applicant should demonstrate that the existing physical plant's condition warrants major renovation or expansion.

Response: Attachment Need 1.a.3.b is a letter from HFR DESIGN, the applicant's architectural firm, stating the facility's condition definitely warrants this renovation.

2. Describe the relationship of this project to the applicant facility's long-range development plans, if any.

Response: Not applicable. A formal long-range development plan has not been developed for the facility. Maury Regional Medical Center's mission is to provide needed medical services to all residents of this eight-county service area. This proposed project will enable Maury Regional Medical Center to continue to fulfill its mission.

3. Identify the proposed service area <u>and</u> justify the reasonableness of that proposed area. Submit a county level map including the State of Tennessee clearly marked to reflect the service area. Please submit the map on 8 1/2" x 11" sheet of white paper marked only with ink detectable by a standard photocopier (i.e., no highlighters, pencils, etc.).

Response: A map of the service area for Maury Regional Medical Center is presented in Attachment Need. 3. The service area consists of an eight-county area which includes the following counties: Maury, Marshall, Giles, Lawrence, Lewis, Wayne, Perry and Hickman. Over 96 percent of the admissions are expected to be from this eight-county service area.

# 4. A. 1) Describe the demographics of the population to be served by this proposal.

Response: The service area population is estimated to be 247,022 in 2015 and projected to increase to 250,035 in 2020, an increase of one percent. In summary, the demographics of the service area are (1) a population which is increasing slower than the state average, (2) the percentage of the population over 65 years of age is higher than the state, and (3) the median household income is higher than that of the state.

2) Using population data from the Department of Health, enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, please complete the following table and include data for each county in your proposed service area:

Response: See Attachment C.4.A.2

B. Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

Response: Maury Regional Medical Center is a governmental facility with a mission of providing high quality acute care to all residents of the service area without regard to race, ethnic origin, ability to pay, religion, sex, or disability. There is a substantial portion of the population in our service area that is either of racial and ethnic minorities or low income. All residents of the service area have access to the medical services of Maury Regional Medical Center.

5. Describe the existing or certified services, including approved but unimplemented CONs, of similar institutions in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. Be certain to list each institution and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: admissions or discharges, patient days, average length of stay, and occupancy. Other projects should use the most appropriate measures, e.g., cases, procedures, visits, admissions, etc. Projects including surgery should report the number of cases and the average number of procedures per case.

Response: Seven hospitals are located in the eight-county service area and only three of these hospitals provide critical care services. The following table presents the utilization of these emergency services for the past three years. During this period of time, the total number of ICU patient days increased by 6.4 percent. There are no approved but unimplemented certificates of needs to initiate or expand intensive care services in the eight-county service area.

### Critical Care Utilization (Patient Days) 2011 - 2013

11000401		% Change		
Hospital	2011	2012	2013	2011 - 2013
Maury Regional Medical Center	5,807	6,012	6,372	+9.7
Crockett Hospital	1,219	1,165	966	-20.8
Hillside Hospital	749	839	936	+25.0
Total	7,775	8,016	8,274	+6.4

Source: 2011, 2012 & 2013 Joint Annual Report for Hospitals

- 5. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three (3) years and the projected annual utilization for each of the two (2) years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology <u>must include</u> detailed calculations or documentation from referral sources, and identification of all assumptions.
  - Response: The historical critical care utilization in patient days 2011 through 2014, and the projected utilization for the first and second years of operation are presented in the following table. The number of critical care beds will increase from 24 to 26, an increase of 8.3 percent. The number of patient days for the first year of operation was projected by using the assumption that patient days will increase, from the 2014 volume, in direct proportion as the increase in beds, of 8.3 percent.

# Maury Regional Medical Center Critical Care Patient Days Actual & Projected

Year	Patient	Percent
real	Days	Change
2011	5,807	_
2012	6,012	+3.5
2013	6,372	+6.0
2014	5,831	-8.5
Year 1	6,317	+8.3
Year 2	6,317	0.0

# **ECONOMIC FEASIBILITY**

- 1. Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.
  - All projects should have a project cost of at least \$3,000 on Line F. (Minimum CON Filing Fee). CON filing fee should be calculated from Line D. (See Application Instructions for Filing Fee)

Response: Excluding the filing fee, the estimated project cost, as shown on the Project Costs Chart (line D), is \$11,598,618. Using this project cost, the filing fee was determined to be \$26,097 and is shown on Line D of the Project Costs Chart.

• The cost of any lease should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater.

Response: Not Applicable

• The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease.

Response: The total cost of fixed and movable equipment is estimated to be \$3,907,618. Attachment C. Economic Feasibility 1.1 is a list of this equipment.

• For projects that include new construction, modification, and/or renovation; documentation must be provided from a contractor and/or architect that support the estimated construction costs.

Response: Attachment C. Economic Feasibility.1.2 is the project proposal sheet from the project architect stating the estimated construction costs to be \$7,000,000 including construction and the contingency fund.

# PROJECT COSTS CHART

A.	Construction and equipment acquired by purchase	
	1. Architectural and Engineering Fees	\$580,000
	<ol> <li>Legal, Administrative (Excluding CON Filing Fee), Consulting Fees</li> </ol>	30,000
	3. Acquisition of Site	·
	4. Preparation of Site	·
	5. Construction Costs	6,850,000
	6. Contingency Fund	150,000
	7. Fixed equipment (Not included in Construction Contract)	2,589,488
	8. Moveable Equipment (List all equipment over \$50,000)	1,318,130
	9. Other (Specify)	
B.	Acquisition by gift, donation, or lease:	
	1. Facility	
	2. Building only	
	3. Land only	
	4. Equipment	
	5. Other (Specify) (	
C.	Financing Costs and Fees	
	1. Interim Financing	
	2. Underwriting Costs	81,000
	3. Reserve for One Years Debt Service	
	4. Other (Specify)	
D.	Estimated Project Cost (A+B+C)	11,598,618
E.	CON Filing Fee	26,097
F.	Total Estimated Project Cost (D+E)	\$11,624,715

- 2. Identify the funding sources for this project.
  - a. Please check the applicable item(s) below and briefly summarize how the project will be financed. (Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment C, Economic Feasibility-2.)
- A. Commercial loan—from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;
   X B. Tax-exempt bonds—Copy of preliminary resolution or letter from the issuing authority stating favorable initial contact and a conditional agreement from an
  - underwriter or investment banker to procedure with the issuance;

    C. General obligation bonds—Copy of resolution from issuing authority or minutes
  - the appropriate meeting.

    D. Grants—Notification of intent form for grant application or notice of grant award; or
  - E. Cash Reserves—Appropriate documentation from Chief Financial Officer.
  - F. Other—Identify and document funding from other sources.

Response: Attachment C. Economic Feasibility.2.1 is a letter from Stephens Inc., and the resolution to issue the bonds.

3. Discuss and document the reasonableness of the proposed project costs. If applicable, compare the cost per square foot of construction to similar projects recently approved by the Health Services and Development Agency.

Response: The renovation cost per square for this project is estimated to be \$244.64 per square foot.. The HSDA data base for 2011 - 2013 reports a median renovation cost for hospitals to be \$179.00 per square foot and the third quartile to be \$249.00 per square foot. Considering the entire fifth floor must be gutted and critical care renovation is more expensive, the construction cost are reasonable compared to similar projects recently approved by the Health Services and Development Agency.

4. Complete Historical and Projected Data Charts on the following two pages--<u>Do not modify</u> the Charts provided or submit Chart substitutions! Historical Data Chart represents revenue and expense information for the last three (3) years for which complete data is available for the institution. Projected Data Chart requests information for the two (2) years following the completion of this proposal. Projected Data Chart should reflect revenue and expense projections for the Proposal Only (i.e., if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility).

Response: These charts have been completed.

5. Please identify the project's average gross charge, average deduction from operating revenue, and average net charge.

Response: The average gross charge, average deduction from operating revenue and the average net charge per patient day is as follows:

	<u>Year 1</u>	Year 2
Average gross charge	\$13,467	\$13,872
Average deduction	9,090	9,363
Average net charge	4,377	4,509

# **HISTORICAL DATA CHART**

Give information for the last *three (3)* years for which complete data are available for the facility or agency. The fiscal year begins in \_\_\_\_\_\_ (Month).

		2012	2013	2014
Α.	Utilization Data (Total Patient Days)	49,532	50,476	48,404
В.	Revenue from Services to Patients			
	1. Inpatient Services	246,286,860	265,506,029	273,219,089
	2. Outpatient Services	354,693,037	378,979,012	406,441,565
	3. Emergency Services	47,793,056	50,236,431	50,086,592
	3. Other Operating Revenue	8,994,229	9,744,654	12,826,114
	GROSS OPERATING REVENUE	657,767,182	704,466,126	742,573,360
C.	Deductions form Operating Revenue			
	1. Contractual Adjustments	380,521,119	422,868,200	460,539,360
	2. Provision for Charity Care	11,717,923	11,899,890	9,313,030
	3. Provision for Bad Debt	25,946,254	28,249,207	31,077,302
	Total Deductions	418,185,296	463,017,297	500,929,692
NE	T OPERATING REVENUE	239,581,886	241,448,829	241,643,668
D.	Operating Expenses			
	1. Salaries and Wages (Includes Benefits)	119,474,327	123,534,550	119,536,263
	2. Physician's Salaries and Wages	9,729,973	12,610,454	12,542,503
	3. Supplies	47,480,886	47,592,566	48,657,336
	4. Taxes	91,422	100,757	152,590
	5. Depreciation	14,677,968	15,059,379	14,804,418
	6. Rent	3,012,130	3,667,066	3,254,668
	7. Interest, other than Capital	-	-	
	8. Management Fees			
	a. Fees to Affiliates	-	-	2
	b. Fees to Non-Affiliate	_		-
	9. Other Expenses	29,630,872	29,698,315	30,359,119
	Total Operating Expenses	224,097,578	232,263,087	229,306,896
Ε.	Other Revenue (Expenses) - Net (Spec.)	(2,961,526)	(3,048,079)	(4,874,171)
NE	T OPERATING INCOME (LOSS)	12,522,782	6,137,663	7,462,601
F.	Capital Expenditures			
	1. Retirement of Principal	5,091,476	4,837,042	5,047,221
	2. Interest	717,518	715,428	692,766
,	Total Capital Expenditures	5,808,994	5,552,470	5,739,987
	NET OPERATING INCOME (LOSS) LESS CAPITAL EXPENDITURES	6,713,789	585,193	1,722,614

# **Historical Data Chart - Other Expenses**

	2012	2013	2014
Advertising	634,315	632,303	684,522
Purchased Services	17,182,698	17,438,898	17,000,086
Repairs & Maintenance	2,555,208	2,486,982	2,679,644
Insurance	891,122	776,378	1,288,661
Utilities	4,240,839	4,096,349	4,103,010
Accreditation Surveys	17,560	72,144	69,292
Bank Charges	64,307	60,542	24,843
Postage	104,403	114,847	107,724
Dues & Subscriptions	321,176	365,155	441,804
License Fees	1,206,936	1,271,108	1,363,650
Community Benefit Contributions	415,743	378,274	398,887
Freight & Shipping	229,134	255,977	256,938
Communication Expense	276,305	250,469	273,796
Copy Machine Expense	43,319	28,775	
Uniforms	62,570	24,650	22,178
Board of Trustees Expense	16,400	12,277	9,655
JCAHO & Quality Surveys	64,848	141,076	124,806
Hospital Signs & TV Expense	94,307	115,803	76,665
Fuel Expense	173,832	179,172	176,525
Professional Development	293,761	280,663	296,440
Mileage Reimbursement	155,863	113,768	132,708
Physician Recruitment	513,361	555,128	776,214
Other	72,865	47,577	51,071
TOTAL	29,630,872	29,698,315	30,359,119

# PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in <u>July</u> (Month).

		Year 1	Year 2
Α.	Utilization Data (Patient Days)	6,317	6,317
В.	Revenue from Services to Patients		
	Inpatient Services	85,076,007	87,628,287
	2. Outpatient Services		
	3. Emergency Services		
	4. Other Operating Revenue (Specify)		
	GROSS OPERATING REVENUE	85,076,007	87,628,287
C.	Deductions from Operating Revenue		
	1. Contractual Adjustments	52,795,979	54,379,858
	2. Provision for Charity Care	1,067,641	1,099,670
	3. Provision for Bad Debt	3,562,685	3,669,565
	Total Deductions	57,426,304	59,149,094
NE	T OPERATING REVENUE	27,649,702	28,479,193
D,	Operating Expenses		
	1. Salaries and Wages	16,264,593	16,752,531
	2. Physician's Salaries and Wages	394,282	406,111
	3. Supplies	5,527,172	5,692,987
	4. Taxes		
	5. Depreciation	1,166,611	1,201,610
	6. Rent		
	7. Interest, other than Capital		
	8. Management Fees		
	a. Fees to Affiliates		
	b. Fess to Non-Affiliates		×
	9. Other Expenses	594,096	619,892
	Total Operating Expenses	23,946,755	24,673,130
E.	Other Revenue (Expenses)-Net (Specify)		
NE	T OPERATING INCOME (LOSS)	3,702,948	3,806,063
F.	Capital Expenditures		
	1. Retirement of Principal	1,069,730	1,056,505
	2. Interest	148,208	140,005
	Total Capital Expenditures	1,217,938	1,196,511
	NET OPERATING INCOME (LOSS) LESS	2,485,009	2,609.552

# PROJECTED CHART - OTHER EXPENSES

	Year 1	Year 2
Advertising	10,000	10,000
Purchased Services	183,704	189,216
Repairs & Maintenance	50,000	51,500
Insurance	75,000	75,000
Utilities	150,000	150,000
Accreditation Surveys	9,546	9,832
Postage	3,000	3,000
Dues & Subscriptions	10,000	10,000
Freight & Shipping	5,000	5,000
Communication Expense	10,000	10,000
Uniforms	3,055	3,147
JCAHO & Quality Surveys	17,193	17,709
Hospital Signs & TV Expense	10,561	10,878
Professional Development	25,000	42,063
Physician Recruitment	25,000	25,000
Other	7,036	7,247
TOTAL	594,096	619,892

6. A. Please provide the current and proposed charge schedules for the proposal.

Discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the proposed project and the impact on existing patient charges.

Response: The current critical care room rate is currently \$1,708 per day, and is expected to be increased to \$1,793, a five percent increase, by the time the new unit opens. This increase is the normal increase in charges, and is not a direct result of this project.

The critical care patient days are expected to increase from 5,831 per year to 6,317. Using the average net revenue of \$4,317 per patient day, this project is expected to increase net revenue by approximately \$2,098,062 per year. Charges are not expected to increase as a direct result of this project.

B. Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

Response: The charges at Maury Regional Medical Center are significantly lower than other similar hospitals in the area. The charges of five high volume diagnoses compared to other hospital in the area are presented in the following table:

# Comparison Of Billed Charges For Five High Volume Diagnosis At Four Hospitals In The Area

	Maury Regional	Crockett Hospital	Hillside Hospital	Williamson Medical C.
Simple Pneumonia & Pleurisy with CC	\$12,685	\$20,880	\$18,268	\$16,872
Renal Failure with CC	\$11,423	\$15,699	\$10,979	\$16,776
Pulmonary Edema & Respiratory Failure	\$16,280	\$21,008	\$17,442	\$18,114
Heart Failure & Shock with CC	\$9,564	\$16,617	\$14,503	\$18,133
Chronic Obstructive Pulmonary Disease CC	\$11,300	\$15,871	\$16,379	\$15.388

Note: CC - Complications and Comorbidities

The billed charges for five high volume diagnoseis and Medicare reimbursement for these diagnosis are presented in the following table.

### Comparison of Billed Charges and Medicare Reimbursement

	Billed	Reimbursed
Simple Pneumonia & Pleurisy with Complications and Comorbidities	\$12,685	\$5,855
Renal Failure with Complications and Comorbidities	\$11,423	\$5,964
Pulmonary Edema & Respiratory Failure	\$16,280	\$7,696
Heart Failure & Shock with Complication and Comorbidities	\$9,564	\$5,437
Chronic Obstructive Pulmonary Disease with Complication and Comorbidities	\$11,300	\$5,409

7. Discuss how projected utilization rates will be sufficient to maintain cost-effectiveness.

Response: The applicant is projecting an average daily census of 17.3 patients, during the first year of operation of the proposed unit. This occupancy rate is higher than the other two providers of critical care in the eight county service area. As shown on the Projected Data Chart, this volume is sufficient to be cost effective.

8. Discuss how financial viability will be ensured within two years; and demonstrate the availability of sufficient cash flow until financial viability is achieved.

Response: As presented in the Historical Data Chart and the audited financial statement, the applicant has operated with a positive bottom line. This project is expected to have a net income of \$2,485,009, during the first year of operation. This project is not expected negatively impact cash flow.

9. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid, and medically indigent patients will be served by the project. In addition, report the estimated dollar amount of revenue and percentage of total project revenue anticipated from each of TennCare, Medicare, or other state and federal sources for the proposal's first year of operation.

Response: The applicant will continue to be a provider for both the Medicare and TennCare/Medicaid programs. The expected payor mix is presented in the following table.

Critical Care Payor Mix

Payor	Percent of Revenue	
Medicare	64.1	
TennCare	11.2	
Blue Cross	10.7	
Private Pay	7.5	
Managed Care	5.1	
Commercial	0.9	
Champus	0.4	
Workers Comp.	0.1	

During the first year of operation, approximately \$54,533,720 (64.1 percent) of the gross revenue is expected to come from the Medicare program, and \$9,528.513 (11.2 percent) from TennCare.

10. Provide copies of the balance sheet and income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For new projects, provide financial information for the corporation, partnership, or principal parties involved with the project. Copies must be inserted at the end of the application, in the correct alpha-numeric order and labeled as Attachment C, Economic Feasibility-10.

Response: Attachment C, Economic Feasibilty-10 contains the most current, Fiscal Year 2014, balance sheet and income statement from the most recent audited financial statement for Maury Regional Hospital.

- 11. Describe all alternatives to this project which were considered and discuss the advantages and disadvantages of each alternative including but not limited to:
  - a. A discussion regarding the availability of less costly, more effective, and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, the applicant should justify why not; including reasons as to why they were rejected.

Response: The following options were considered;

Option 1: Do nothing and maintain the status quo was rejected because of the lack of space, and the poor layout of the two critical care units. Adequate space is not available in the current patient rooms for the equipment required for critical care patients and to maintain clear pathways, space for visitors, patient privacy and isolation. Support space is not adequate for supply and equipment storage, team rounds, This lack of space is negatively impacting staff efficiency.

Option 2: Space is not available adjacent to the existing critical care units to expand the existing units in their current locations. The option would not permit the consolidation of these two units.

Option 3: Is the option that is outlined in this application.

b. The applicant should document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements. It should be documented that superior alternatives have been implemented to the maximum extent practicable.

Response: No options are available that do not require renovation or new construction. A sharing arrangement is applicable for the treatment of critical care patients.

# CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

1. List all existing health care providers (e.g., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, e.g., transfer agreements, contractual agreements for health services.

Response: Maury Regional Medical Center presently has agreements with the following managed care organizations:

Aetna

Aetna Vanderbilt Health Affiliates

Americhoice Amerigroup AlignNetworks Beech Street Blue Advantage

Blue Cross & Blue Shield

**CIGNA** 

Blue Care

Community Health Alliance

Health Spring

Greater West Health Care First Health/Affordable

ChoiceCare

ChoiceCare Pffs/MAPPO

MedRisk Multiplan

One Call Medical Medical Control

Private Healthcare Systems

PPO USA Prime Health Pyramid Life TheraMatrix

TriCare Humana Military

United Healthcare
USA Managed Care
VALOR Healthcare
Windsor Health Plan
NovaNet Network

Maury Regional Medical Center has contractual and/or working relationships with all nursing homes in Maury County, all hospitals in the eight-county service area, and all hospitals in Nashville.

2. Describe the positive and/or negative effects of the proposal on the health care system. Please be sure to discuss any instances of duplication or competition arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

Response: This project will have a positive effect on the healthcare system in several ways and will not negatively impact any of the other existing intensive care providers in the eight-county service area. This project will have a positive effect on the health system by:

- increasing the critical care average patient room size by approximately 65 percent,
- increasing the critical support space by approximately 43 percent,
- improve staff efficiency.

3. Provide the current and/or anticipated staffing pattern for all employees providing patient care for the project. This can be reported using FTEs for these positions. Additionally, please compare the clinical staff salaries in the proposal to prevailing wage patterns in the service area as published by the Tennessee Department of Labor & Workforce Development and/or other documented sources.

Response: The current staffing of the two critical care units is 64.2 paid FTEs (56.1 RNs and 8.1 patient care assistants). Because of an expected increase in patient days, the staffing is expected to increase by 4.2 FTEs (3.6 RNs and 0.6 patient care assistants).

The expected average hourly salary for critical care staffing at Maury Regional Medical Center compared to the current median salary developed by the Tennessee Department of Labor & Workforce Development (TDLWD) for the Nashville MSA, which includes Maury County, is presented in the following table. The present hourly salaries are very similar to the Tennessee Department of Labor & Workforce Development average salaries.

# Wage Comparison

Desition	Hourly Wage		
Position	MRH Average	TDLWD Median	
RN	\$30.94	\$28.35	
Aides	\$10.96	\$11.65	

4. Discuss the availability of and accessibility to human resources required by the proposal, including adequate professional staff, as per the Department of Health, the Department of Mental Health and Developmental Disabilities, and/or the Division of Mental Retardation Services licensing requirements.

Response: The staffing of the intensive care unit will not increase as a direct result of this project. The only expected staffing increases will be the result of an expected increase in the number of critical care patient days. The number of intensive care patient days are expected to increase to 6,317 patient days before the opening of the renovated unit. This expected increase would require approximately 4.2 FTEs (RNs - 3.6 & patient care assistants - 0.6). The applicant does not expect to experience a problem in filling this number of positions.

5. Verify that the applicant has reviewed and understands all licensing certification as required by the State of Tennessee for medical/clinical staff. These include, without limitation, regulations concerning physician supervision, credentialing, admission privileges, quality assurance policies and programs, utilization review policies and programs, record keeping, and staff education.

Response: Maury Regional Medical Center is familiar with, and understands all Tennessee licensing certification required by the State of Tennessee for medical/clinical staff and will continue to comply will these regulations.

6. Discuss your health care institution's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

Response: The applicant provides the clinical setting for Columbia State Community College for the training of registered nurses, radiology technologists, laboratory technologists, respiratory therapists, emergency medical technicians, and paramedics. The hospital serves as a training site for physical therapists for the University of Tennessee. Maury Regional Medical Center is also the clinical training site for licensed practical nurses.

7. (a) Please verify, as applicable, that the applicant has reviewed and understands the licensure requirements of the Department of Health, the Department of Mental Health and Developmental Disabilities, the Division of Mental Retardation Services, and/or any applicable Medicare requirements.

Response: The applicant presently complies, and will continue to comply with the applicable licensure requirements of the Department of Health and all applicable Medicare requirements.

(b) Provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.

Response: Maury Regional Medical Center is presently licensed by the Tennessee Department of Health (See Attachment C. Orderly Development of Health Care.7.(b).1 and is accredited by the Joint Commission on Accreditation of Healthcare Organizations (See Attachment.7.(b).2).

- (c) If an existing institution, please describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility.
- (d) For existing licensed providers, document that all deficiencies (if any) cited in the last licensure certification and inspection have been addressed through an approved plan of correction. Please include a copy of the most recent licensure/certification inspection with an approved plan of correction.

Response: Attachment C. Orderly Development of Health Care.7.(c).1 is a copy of the report for the last inspection by the Tennessee Department of Health and the corrective action plan. All of the cited deficiencies have been corrected.

9. Document and explain any final orders or judgments entered in any state or country by a licensing agency or court against professional licenses held by the applicant or any entities or persons with more than a 5% ownership interest in the applicant. Such information is to be provided for licenses regardless of whether such license is currently held.

Response: Not Applicable. Maury Regional Medical Center is a governmental hospital owned by Maury County.

10. Identify and explain any final civil or criminal judgments for fraud or theft against any person or entity with more than a 5% ownership interest in the project.

Response: Not Applicable. Maury Regional Medical Center is a governmental hospital owned by Maury County.

11. If the proposal is approved, please discuss whether the applicant will provide the Tennessee Health Services and Development Agency and/or the reviewing agency information concerning the number of patients treated, the number and type of procedures performed, and other data as required.

Response: The applicant will continue to provide the Tennessee Health Services and Development Agency and other appropriate agencies information concerning the number of patients treated, and type of procedures performed, etc.

### PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper as proof of the publication of the letter of intent.

Response: Attached is the full page from the newspaper containing the notice of intent.

# **DEVELOPMENT SCHEDULE**

Tennessee Code Annotated § 68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

1. Please complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase.

Response: The chart has been completed

2. If the response to the preceding question indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph, please state below any request for an extended schedule and document the "good cause" for such an extension.

Response: Not applicable.

Form HF0004 Revised 05/03/04 Previous Forms are obsolete

# PROJECT COMPLETION FORECAST CHART

Enter the Agency projected Initial Decision date, as published in Rule 68-11-1609(c): Aug. 26, 2015

Assuming the CON approval becomes the final agency action on that date; indicate the number of days from the above agency decision date to each phase of the completion forecast.

<u>Phase</u>		DAYS REQUIRED	Anticipated Date (MONTH/YEAR)
1.	Architectural and engineering contract signed	10	April 2015
2.	Construction documents approved by the Tennessee Department of Health	30	September 2015
3.	Construction contract signed	10	September 2015
4.	Building permit secured	10	September 2015
5.	Site preparation completed	N/A	
6.	Building construction commenced	5	October 2015
7.	Construction 40% complete	178	February 2016
8.	Construction 80% complete	150	July 2016
9.	Construction 100% complete (approved for occupancy	60	September 2016
10.	*Issuance of license	N/A	
11.	*Initiation of service	N/A	·
12.	Final Architectural Certification of Payment	20	October 2016
13.	Final Project Report Form (HF0055)	10	November 2016

<sup>\*</sup> For projects that do NOT involve construction or renovation: Please complete items 10 and 11 only.

Note: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date.

# ATTACHMENT A.3 COPY OF CHARTER

. . . .

#### PRIVATE CHAPTER NO. 373 SENATE BILL NO. 712

By

Fox

AN ACT to amend Chapter 448 of the Private Acts of 1949, AN ACT to authorize and empower Maury County, Tennessee, to build, purchase, lease, own, operate, equip and maintain a general hospital in said County and to borrow not exceeding \$750,000.00 for that purpose, same being AN ACT to define the boundaries of the Maury County Hospital and Maury County Health Center; to vest the authority for the operation and . management of said Hospital and Health Center in a Board of Trustees; to name the initial Trustees; to provide a method of election of said Trustees by the Maury County Quarterly Court; to fix the term and compensation and duties of said Trustees and their successors; to define the duties, powers and the responsibility of said Board; to authorize the Maury County Quarterly Court to appropriate funds to the said Maury County Hospital and Health Center from the general funds and to appropriate funds necessary to meet any future deficits arising in the operation and maintenance of said Hospital and Health Center; and to empower the Maury County Quarterly Court to levy a hospital tax sufficient to provide such funds which tax shall be a special tax and shall be in addition to the levy for general County purposes.

SECTION I. BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE, That Chapter 448 of the Private Acts of 1949 be and the same is hereby amended by adding after Section 12 the following: BE IT FURTHER ENACTED, That said Hospital shall be known and designated as the Maury County Hospital and that the Health Center shall be known and designated as the Maury County Health Center.

SECTION II. That said Maury County Hospital and Maury County Health Center shall be comprised of and situated in the following described tract or parcel of land together with all buildings and other improvements and all appurtenances thereunto belonging and located in the Ninth Civil District of Maury County, Tennessee, and more particularly described as follows:

200 2

.19.1

Beginning at the northeast fence corner at the intersection of the Mt. Pleasant Highway and the County road which runs through the Middle Tennessee Experiment Station, thence north 40 degrees east 1,725 feet with the north right of way line of said Mt. Pleasant Highway to the intersection of a rock fence with said right of way at the lands of Eskew; thence with rock fence north 39 degrees 50 minutes west 553 feet to the intersection of said rock fence and the south right of way wire fence of the L & N Railroad;

thence with the South right of way wire fence of the L & N Railroad in a southwesterly direction 657 feet to a point in a private road crossing; thence with the south right of way fence of the L & N Railroad south 88 degrees 48 minutes west 924 feet to the intersection of the south L & N Railroad right of way and the center line of Little Bigby Creek; thence with the meanders of the center line of Little Bigby Creek in a southeasterly direction 1,560 feet to the intersection of the north right of way line of said County road through the Middle Tennessee Experiment Station and the center line of Little Bigby Creek; thence with the north right of way line of said County road in a southeasterly direction 575 feet to the beginning, containing 43.3 acres, more or less, and being a part of the land conveyed by Maury County to the State of Tennessee by deed dated December 31, 1917, and of record in Book 143, Pages 453 and 458, in the Register's Office of Maury County, Tennessee, with the hereditaments and appurtenances thereto appertaining. And being the same property conveyed to Maury County, Tennessee, by deed executed by University of Tennessee, et al. dated August 17, 1950, and recorded in Book 283, Page 359, Register's Office, Maury County, Tennessee.

SECTION III. BE IT FURTHER ENACTED, That said Hospital and Health Center shall be controlled by a Board of Trustees, nine (9) in number, which shall include the Chief Executive Officer of the Hospital who, by virtue of his position, will automatically be an ex officio member of the Board of Trustees with full voting privileges, and all shall be citizens of Maury County, over the age of 21 years who shall serve without compensation (Said office being honorary and not constituting a county office), the manner and for the terms hereinafter provided; and provided that no member of said Board of Trustees shall be a member of the Maury County Quarterly Court; and provided further that no member of the Board of Trustees and/or no member of the County Quarterly Court shall profit financially by reason of operation of this Hospital and Health Center except that the Hospital Chief Executive Officer and/or a member of the Hospital Medical or Dental Staff, while serving as a member of the Board of Trustees, may be compensated in the same manner as if they were not members of said Board of Trustees; and further that no property belonging to said Hospital and Health Center shall be loaned.

SECTION IV. BE IT FURTHER ENACTED, That the initial members of the Board of Trustees shall be W. J. Ellis; E. J. Bock; Tom W. Crowe; James T. Lovell; George E. Sloan; Mrs. L. Z. Turpin; and Mr. Lon P. MacFarland. The term of office of each member of this said initial Board shall be three (3) years from and after January 14, 1953, and upon the expiration of the three-year term as herein provided and at the regular January, 1956 term of the Maury County Quarterly Court, or if vacancies should occur from any cause before that date, such vacancies shall be filled in the same manner by the said Quarterly Court at its next regular Session or by special Session called for that purpose if deemed advisable by the said Quarterly Court, the said Quarterly Court shall elect a Board of Trustees: Two (2) members for one year; two (2) members for two years; three (3)

members for three years and thereafter upon the expiration of the terms of said members of said Board or upon any vacancy which may occur by reason of death, resignation, refusal to serve, or otherwise, shall be filled by an election by the Maury County Quarterly Court for the regular terms as hereinabove provided or for the unexpired term of any member creating a vacancy. The appointments and acceptances of each respective member of said Board shall be duly filed in the Office of the County Court Clerk of Maury County, Tennessee. Any Trustee shall be eligible for re-election. The Board of Trustees shall elect a Chairman, Vice Chairman, and Secretary from among its members, provided that nothing contained herein shall prevent the Board from electing and designating the Chief Executive Officer as Secretary, shall meet at least once each quarter, and oftener if necessary; and shall keep complete, permanent, and public records and minutes, reflecting all business and transactions of the Board. The signatures of the Chief Executive Officer and Chairman of the Board or some other person duly designated by the Board shall be affixed to all checks or warrants drawn on funds belonging to said Hospital and Health Center. Said signatures may be affixed manually or by use of check writing equipment.

SECTION V. BE IT FURTHER ENACTED, That the Board of Trustees shall be vested with full, absolute and complete authority and responsibility for the operation, maintenance, management, conduct and control of the business and affairs of the Hospital and Health Center herein created; such operation, maintenance, management, conduct and control, however, shall not be inconsistent with existing contractural obligations of Maury County, Tennessee, and, in the case of the Maury County Health Center, shall not be inconsistent with the laws and regulations affecting and pertaining to the regulation and control of State and County Health Officers as enacted by the General Assembly of the State of Tennessee or promulgated by the Department of Health of the State of Tennessee or its successors thereof. Said authority shall include but shall not be limited to the establishment, promulgation and enforcement of rules, regulations and policies necessary to direct and supervise the operation and maintenance of the Maury County Hospital and the Maury County Health Center and for the upkeep and maintenance of all property, the administration of all financial affairs, the execution of all contracts, agreements, and other instruments and the employment, compensation, discharge and supervision of all personnel, to adopt necessary and proper by-laws which shall meet the standards as set by the American Hospital Association.

SECTION VI. BE IT FURTHER ENACTED, That the Board of Trustees shall have authority to employ and fix the compensation of a hospital administrator, and such other personnel and employees as may be necessary, whose duties and responsibilities shall be determined and prescribed by the Board of Trustees; and provided that the hospital administrator so employed shall have a degree in Hospital Administration from some accredited College or University.

SECTION VII. THE QUARTERLY COURT of Maury County shall elect a Hospital Committee of said Court and whose duties shall be to advise with the Board of Trustees and thereafter to recommend to the Quarterly Court measures affecting and pertaining to the welfare of the Hospital and Health Center. Said duties shall include, but shall not be limited to the approval and recommendations to the Quarterly Court for the purchase, replacement, and improvement of the capital equipment of said Hospital. Said Committee shall be elected at the regular July, 1953 term of the Quarterly Court for a term expiring September 1, 1954, and thereafter said Committee shall be elected for a term of three (3) years. The County Judge shall be a member ex-officio of said Hospital Committee.

SECTION VIII. BE IT FURTHER ENACTED, That said Board of Trustees shall annually prepare and submit to the Maury County Quarterly Court a budget reflecting in detail all estimated receipts and disbursements of the said Hospital. Said budget shall be for the fiscal year July 1 through June 30, and shall be submitted by the Board to the Hospital Committee of the Quarterly Court not later than July 1, for approval of the Quarterly Court at the regular July term for each year.

SECTION IX. BE IT FURTHER ENACTED, That the Board of Trustees shall prepare and submit to the Quarterly Court of Maury County, prior to each regular January and July meetings of said Court, a complete financial statement and report, which among other things, shall reflect a comparison of actual receipts and disbursements with budgeted receipts and disbursements for the latest available period. In addition, said statement and report shall also reflect in the same manner, the number of charity patients for each period, and the amount expended therefor. Provided that the Quarterly Court may provide for an audit of the books, records, and financial affairs of said Hospital and Health Center at any time it may deem same advisable or necessary.

SECTION X. BE IT FURTHER ENACTED, That the Quarterly Court of Maury County be and the same is hereby authorized to appropriate to the Maury County Hospital and the Maury County Health Center from the General funds of the County, such sums as may be required to commence the operation of said Hospital, and thereafter such sums as may be required to pay any deficits arising in the operation and maintenance of said Hospital; and said Quarterly Court of Maury County is further authorized and empowered to levy a Hospital tax sufficient for this purpose upon all the taxable property located in said County. Said tax to be a special tax not to exceed TWENTY (20) CENTS upon each ONE HUNDRED AND NO/100 (\$100.00) DOLLARS worth of taxable property; and provided that the funds derived from such levy shall be carried on the official books and records of said County, separate and apart from other accounts, and which tax shall be in addition to the levy for general County purposes.

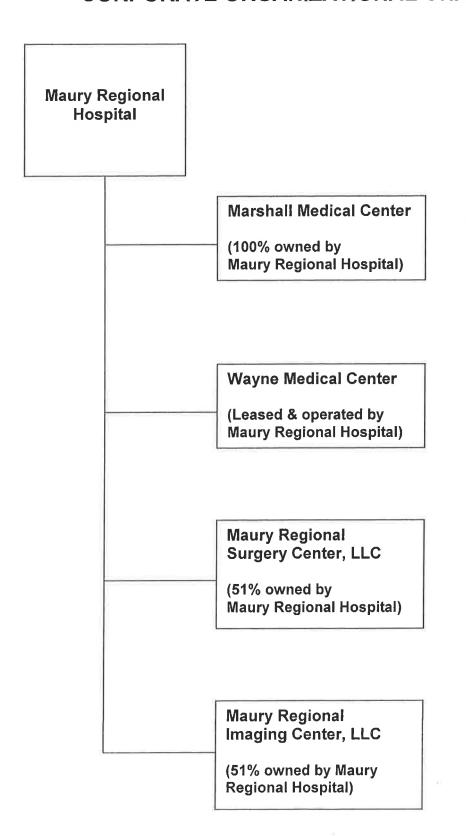
SECTION XI. BE IT FURTHER ENACTED, That this Act shall take effect from and after its passage, the public welfare requiring it.

ADOPTED: AMENDED:

4-09-53 4-12-73

# ATTACHMENT A.4.2 COPY OF CORPORATE ORGANIZATION CHART

### MAURY REGIONAL HOSPITAL CORPORATE ORGANIZATIONAL CHART



## ATTACHMENT A.6.1 COPY OF DEED

4

rs & Berry (DAR)	This instrument prepared by: Boult, Cummings, Conners & Berry (DAR) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, TN 37219	This instrument pro 414 Union Street
Same Address As New Owner	36M-A-21_00	Maury Regional Hospital 1224 Trotwood Avenue Columbia, Tennessee 38401 Atta: Robert Lonis
Send Tax Bills To:	Map-Parcel Numbers:	Address New Owner:

# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, VOLUNTEER HEALTHCARE SYSTEMS, INC., a a Tennessee nonprofit corporation (the "Grantor"), has bargained and sold, and by these presents does transfer and convey to MAURY REGIONAL HOSPITAL, a hospital organized under Chapter 2 of the Private Acts of 1995 (the "Grantee"), Grantee's successors and assigns, certain land in Lewis County, Tennessee, being more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property").

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to those matters set forth on Exhibit B, which is attached hereto and incorporated herein by this reference, provided nothing herein shall be deemed to republish or affirm such matters.

This is improved property located in the City of Hohenwald, Third Civil District of Lewis County, Tennessee.

This conveyance is pursuant to that certain Order of the United States Bankruptcy Court for the Middle District of Tennessee In re: Volunteer Healthcare Systems, Inc., Case No. 395-07658, of record in Book 4-74, page 725, Register's Office for Lewis County, Tennessee.

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title, and interest thereto belonging to the Grantee, Grantee's successors and assigns, forever,

Grantor covenants with the Grantee that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good right to convey the Property, and that the Property is unencumbered except as set forth hercinabove.

Grantor further covenants and binds itself to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever.

My Commission Expires: 11/24/197

IN WITNESS WHEREOF, the Grantor has executed this Deed this 31st day of January, 1996.

GRANTOR:

Volunteer Healthcare Systems, Inc.

Decreaman.

COUNTY OF DAVIDSON

STATE OF TENNESSEE

Personally appeared before me,  $M_{VA}$  | Notary Public,  $M_{VA}$  | Notary Public, me on the basis of satisfectory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is the  $\frac{S_{VA} A_{A_{VA}}}{M_{VA}}$  of Volunteer Healthcare Systems, Inc., a Tennessee nonprofit corporation, and is anthorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 31st day of January, 1996.

Notary Public

My Commission Expires:

11/22/97

STARY.

0330496.02

#### Exhibit A

# Description of the Property

Tennessee, being more particularly described as follows: A parcel of land in the City of Hohenwald, Tennessee, Third Civil District of Lewis County,

87°59'12" West, 159.64 feet from an existing concrete highway monument in the north margin of said Highway No. 412 and being the southeast corner of the David Adoox percel recorded in Deed Beginning at an existing fron pin with aluminum cap in the north margin of Tennessee Highway No. 412 (West Linden Street), a 100' public right of way, said pin and cap being North Book A13, Page 709, Register's Office for Lewis County, Tennessee ("R.O.L.C"); thence,

- pin at the southwest corner of Virender Anand et.ux., recorded in Deed Book A54, page 175, R.O.L.C.; thence with the lines of the Virender Anand et.ux. parcel the following calls: 1) with the east line of said Adcox parcel, North 02°53'48" East, 143.51 feet to a set iron
- =;= South 86°47'18" East, 1.12 feet to an existing iron pipe; thence, continuing with said line, South 86°47'18" East, 109.48 feet to an existing iron pipe; thence,
- South 32°49'06" East 69.20 feet to an existing iron pin; thence
- South 88°11'30" East, 112.80 feet to an existing iron pipe; thence North 33°39'24" West, 163.41 feet to an existing nail, thence,
- 1992年1日 North 10°37'12" West, 45.27 feet to an existing iron pin; themoe, North 86°39'18" West, 155.88 feet to a set iron pin in the east line of the Goodman Demps et.ux. parcel, recorded in Deed Book NN, Page 511, R.O.L.C., the northwest corner of said Virender Anand parcel; thence,

A42, Page 790, R.O.L.C.; thence, iron pipe at the southwest corner of the Lewis County Manor, Inc. parcel, recorded in Deed Book 2) with the east line of Goodman Demps, North 02°53'48" East, 434.70 feet to an existing

- 3) with the south line of Lewis County Manor, Inc., South 88°06'06" East, 375.05 feet to an existing railroad spike at the southwest corner of Lewis County Manor, Inc., said pin being in the west line of Virender Anand et.ux. property, recorded in Deed Book A45, Page 589, R.O.L.C.: thence,
- South 02°54'00" West, 700.81 feet to an existing iron pin with aluminum cap in the north margin of said Highway No. 412, the southwest corner of Harold Don Barber, recorded in Deed Book A27, Page 705, R.O.L.C.; thence, 5) with said north margin, North 87°59'12" West, 215.36 feet to an existing concrete right
- feet or 5.376 acres, more or less. 6) North 87"59'12" West, 159.64 feet to the Point of Beginning, containing 234,155 square

of way monument; thence,

Being the Same Property Conveyed to Volunteer Healthcare Systems, Inc. by deed of

Ragan-Smith-Associates, Inc., whose address is 315 Woodland Street, Nashville, Tennessee record in Book A-43, Page 281, Register's Office for Lewis County, Tennessee. The foregoing legal description was prepared by Marshall H. Ragan, RLS #332, of

#### Exhibit B

- Ļ Real Estate taxes for the year 1996 and subsequent years. if any.
- 2 That certain sewer line easement of record in Book VV. page 497. Register's Office for Lewis County, Tennessee ("R.O.L.C.").
- ω Easements, if any, created by the instruments of record in Deed Book A-6, page 410, R.O.L.C., Deed Book A-10, page 533, R.O.L.C., Deed Book A-35, page 188, R.O.L.C., Deed Book A-43, page 281, Lease Book 4, page 340, R.O.L.C. and Deed Book A-16, page 748, R.O.L.C.
- 40' casement and reservation for a driveway, roadway and/or public street and utilities, of record in Deed Book A-65, page 584, R.O.L.C.

4

ŗ,

Ingress/Egress easement of record in Deed Book A-54, page 175, R.O.L.C.

-

The foreigne instrument and certificate werd noted in Note 200 G 1981 April Dictock PM 2 1986 and 1800 D 1985 April Dictock PM 2 1985 April Dictock PM STATE OF TENNESSEE, LEWIS COUNTY American No. 8220

This instrument prepared by: Larry R. Dorning Attorney at Law, PC 111 West Main Street Hohenwald, TN 38462 .

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, DAVID ADCOX, have bargained and sold and by these presents do hereby transfer and convey unto MAURY REGIONAL HOSPITAL, its successors and assigns, for the consideration of One (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, certain real estate in the Third (3<sup>rd</sup>) Civil District of Lewis County, Tennessee, described as follows:

Lying in the Third (3rd) Civil District of Lewis County, Tennessee, in the Town of Hohenwald, and more particularly described as follows:

Beginning at a stake in the fence standing in the North right of way of State Highway No. 20 at its intersection with the West Boundary line of the former W. L. Kittrell property, now the Lewis County Hospital property, in the East Boundary line of Lot 8, Section 2, of the New Switzerland Township, map or plat of which is of record in Deed Book J. page 476, ROLCT, and running thence in a northerly direction with the West Boundary line of hospital property and the East Boundary of the property of which this is a part 165 feet to a stake in same; thence in a westerly direction parallel with the North Boundary of State Highway No. 20 right of way, 185 feet to a stake; thence in a southerly direction parallel with the East Boundary of the tract of which this is a part, 165 feet to the North right of way of State Highway No. 20; thence in an easterly direction with said right of way, 185 feet to the point of beginning.

\*

The lands herein conveyed fronting 185 feet on State Highway No. 20 and running back between parallel lines to a depth of 165 feet.

There is also conveyed hereby a perpetual right and casement for the grantee herein to use the lands of Demps Goodman, et ux., which lie iromediately west of the lands herein conveyed for the construction and maintenance of a sewer line over and across the lands of the said Demps Goodman, et ux. Such sewer line shall be constructed across said lands along the most feasible route to the nearest sewer line as determined by the City of Hohenwald officials. This easement shall be a perpetual easement running with the land across which same is to be constructed. Nothing in this conveyance of easement shall restrict the use of the said Demps Goodman, et ux., of their land lying west of the lands herein conveyed and they may construct buildings or other improvements over and across the sewer line as constructed.

Being Tract No. Two of the property conveyed to David Adcox by deed of Hohenwald Church of Christ dated February 26, 1997, of record in Deed Book A-77, page 219, in the Register's office of Lewis County, Temnessee.

Being assessed as Tax Map 36M, Group A, Parcel 22.00.

# STATE OF TENNESSEE

# COUNTY OF LEWIS

Personally appeared before me, Darbara VIIIAA A A Personally appeared before me, Iname of Notary Public) a Notary Public in and for said County and State, CONNIE ADCOX, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

My Commission Expires: 1/2 6/2005

Witness my hand and official seal at Hohenwald. Tennessee, this  $5 \frac{1}{2}$  day of September, 2002.

This transfer is exempt from the recordation tax because the transfer is to a municipality as defined in Tennessee Code Annotated 67.4-409.

Notary Public or Register

My Commission Expires: 3/18/03

Maury Regional Hospital 1224 Trotwood Avenue Columbia, TN 38401 Party responsible for payment of taxes: Name and address of property owner and

is Green Pepister E County Terresces Instrument 7827

This instrument prepared by Michael E. Spitzer, Attorney at Law 102 North Court Street, P. O. Box 789 Hohenwald, Tennessee 38462

Preparer is not closing agent pursuant to Section 6045 of Internal Revenue Code as amended by the Tax Reform Act of 1986.

# WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby expressly acknowledged, we, DEMPSY E. GOODMAN, ANNIE RUTH GOODMAN COTION and JOYCE EAYE GOODMAN SILVA, have this day bargained and sold, and by these presents do hereby bargain, sell, transfer and convey unto: MAURY REGIONAL HOSPITAL, its successors and assigns in fee simple forever, all the right, title, claim and interest we have in and unto the following-described real property situated in the Third (3rd) Civil District of Lewis County, Tennessee, north of and adjacent to U. S. Highway 412 (West Main Street), and more particularly described as follows:

Beginning at a steel fence post, said post being the northeast corner of W. A. Bates as recorded in Deed Book TT, page 77, ROLCT, and the south boundary of Annette Rasbury as recorded in Will Book C-2, page 477, ROLCT, and being the northwest corner of the tract being described; thence leaving Bales with Rasbury south 87 degrees 14' 56" east passing the southeast corner of Rolet, and in Deed Book A-66, page 92, ROLCT, and continuing on with Gunter, in all 336.00 feet to an iron pin set, said iron pin being the southeast corner of Gunter and in the west boundary of Donnie Verhaak as recorded in Deed Book A-37, page 630, ROLCT, and being the northeast corner of the tract being describd; thence leaving Gunter with Verhaak south 2 degrees 54' 48" west 20.40 feet to an iron pin set, said iron pin being the southwest corner of Verhaak and the northwest corner of Nationwide Health Pro as recorded in Deed Book A-74, page 787, ROLCT; thence leaving Verhaak with said Notionwide Health Pro south 2 degrees 54' 48" west 526.26 feet to an iron pin found, said iron pin being the southwest corner of Maury Regional Hospital south 2 degrees 51' 32" west 435.03 feet to an iron pin found, said Maury Regional Hospital south 2 degrees 51' 32" west 435.03 feet to an iron pin found, said iron pin being the northwest corner of Virender Anand as recorded in Deed Book A-54, page 175, ROLCT; thence leaving said with Anand south 2 degrees 53' 48" west 100.26 feet to an iron pin found, said iron pin being the northwest corner of David Adoox as recorded in Deed Book A-71, page 219, ROLCT; and being the eastern most southeast corner of the tract being described; thence leaving Anand with Adoox north 88 degrees 04' 11" west 185.00 feet to an iron pin set, said iron pin being the northwest corner of Adoox; thence continuing with

Record Book

The undersigned Connic Adcox joins in the execution hereof for the purpose of conveying any interest that she may have in said property as the wife of the said David Adcox.

residential, business and industrial unit located on the premises. taxes, now a lien but not yet due or payable, and a solid waste disposal fee for each simple, have a good right to convey it; and the same is unencumbered, except by 2002 covenant with the said grantee that I am lawfully seized and possessed of said land in fee MAURY REGIONAL HOSPITAL, its successors and assigns, forever. And I do TO HAVE AND TO HOLD said real estate, with all its appurtenances, to the said

against the lawful claims of all persons whomsoever. and forever defend the title to said land to the said grantee, its successors and assigns. And I further covenant and bind myself, my heirs and representatives, to warrant

WITNESS our hands this \_\_\_\_\_ day of September, 2002.

Connie Adcox Comme (

STATE OF TENNESSEE

COUNTY OF MAURY

Personally appeared before me,

a Notary Public in and for said County and State, DAVID ADCOX, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

My Commission Expires:

10/ 103

Witness my hand and official seal at Columbia, Tennessee, this September, 2002. \_ day of

Adoox south 2 degrees 53' 48" west 165.00 feet to an iron pin set in the north right-of-way of U.S. Highway 412 (West Main Street), said iron pin being the southwest corner of Adoox and the southern most southeast corner of the tract being described; thence leaving Adoox with said north right-of-way north 88 degrees 04' 11" west 151.00 feet to an iron pin set, said iron pin being the southeast corner of the tract being described; thence leaving said north right-of-way of U.S. Highway 412 (West Main Street) with Bates north 2 degrees 53' 19" east 1,251.77 feet to the point of the beginning and containing 8.93 acres, as surveyed by Kenneth Carroll, 495 East Main Street, Hohenwald, RIS No. 1335, dated August 3, 2001.

Being the same property conveyed to Demps Goodman and wife, Verlie Goodman, by deed of J. B. Brown, dated Angust 19, 1954, of record in Deed Book NN, page 511, Register's Office of Lewis County, Tennessee. Demps Goodman died November 16, 1992, whereupon Verlie Goodman became the sole owner as the surviving tenant by entirety. Verlie Goodman died testate on April 2, 2001, and by her Will of record in Will Book C2, page 677, she devised the above described property to her children Dempsy Edward Goodman, Joyce Faye Goodman Silva and Annie Ruth Goodman Cotton, in equal shares.

The above described tract is subject to any and/or all existing powerline utility right-of-ways and/or easements.

This deed is prepared upon information furnished by the grantors and without the benefit of a title examination.

This property is known as tax map 36M, Group A, parcel 23.00.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging, unto the said Maury Regional Hospital, its successor and assigns, in fee simple forever.

WE DO COVENANT with the said Maury Regional Hospital, its successors and assigns, that we are lawfully seized and possessed of the realty in fee simple; that the same is unencumbered, and we have a good and perfect right to convey the same.

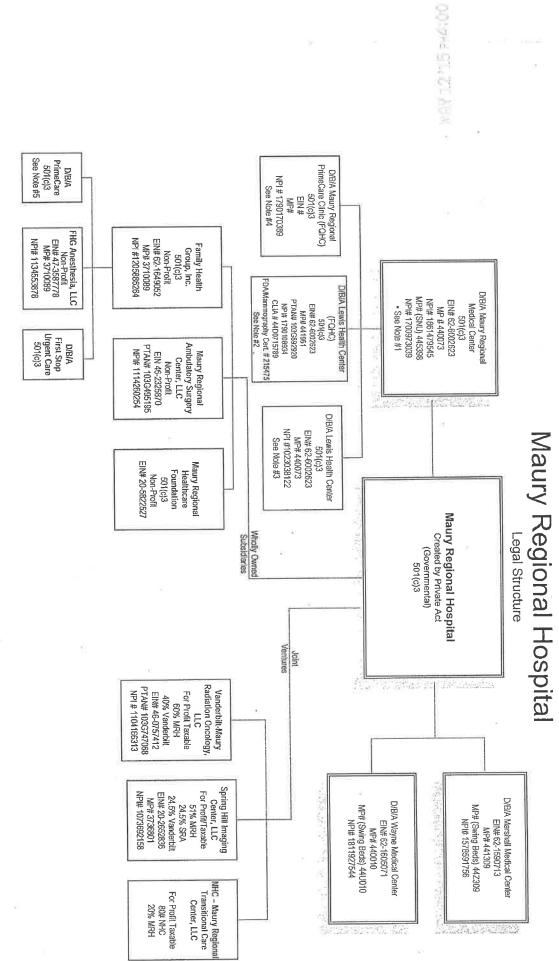
WE DO FURTHER COVENDANT and bind ourselves, our heirs and our legal and personal representatives, to forever warrant and defend the title to the above-described property unto the said Maury Regional Hospital, its successors and assigns, against the lawful claims of all persons whomsoever.

Witness our hands on this the 3rd day of September, 2002:

DEMES & GODDMAN

LIMING PUTH GODDMAN COTTON

## ATTACHMENT A.4 OWNERSHIP ORGANIZATION CHART



Note #1: SNU, EMS, Home Services, and Anesthesia all have separate MP# and NPI#'s;
Note #2: For primary care, routine X-ray and routine lab, LHC operates as a FQHC, with its own NPI#, CLIA #, MP#, etc.
Note #3: For mammography, ultrasound, MRI and PT, LHC operates as a MRMC hospital department, but has a separate NPI#,
Note #4: Start date for Maury Regional Prime Care Clinic: Proposed Operational-6/28/15, Service Location-3/11/15 (Grant approved). Note #5: Stop date for D/B/A PrimeCare: Proposed-6/27/15.

## ATTACHMENT A.6 COPY OF DEED

NOTARY PUBLIC

Question 6 Section. 口會国力 いたの間にに

Pnd August, 1950, between The University "Ith Tennessee, of Tennessee, a cornoration at Knoxville, a County, and Maury office first part, DATED AUG. 17, 1.950: FILED AUG: 31, 1950 BY THE UNIVERSITY OF TENNESSEE. 2, 1950. the State of Tennessee, parties of the. REGISTERED SEPT. at 2:05 P.M. EXECUTED

second part described the receipt of more is hereby acknowledged, have granted, bargained, sold, conveyed, and do hareby 9 of Maury County, Tennessee, and the Jc said party of the second part, the following Seventy-Five Thousand Dollars (\$75,000.00) in hand paid by the party of and in consideration University of Tennessee, one of the parties of the First part, first part, for District No. as follows: the Ţu bargain, sell and convey unto That the said parties of to-wit, situate described perficulerly The

üt the Mt north right of way line of said Mt. Pleasant Highway to the intersection through the Middle Tennessee Experiment Station, thence north 40 deg. east 1,725 feet at the northeast fence corner at the intersection Pleasant Highway and the County road, which runs Beginning

3 Long J. Z. g

of the second

perty

Tennessee,

of the State of

the countles

corporation, being one of

part, Witnesseth:

way wire feace of Reilroad south 89 deg. 40 minutes west 924 feet to the intersection Pigby Creek; thence with the meanders of the center line of Little Bighy southersterly direction 1,530 feet to the intersection of the Tennessee by deed right of way and the center line of Little iii th north right of way line of said County/road through the Middle Tennessee north right of way line of said County road in a southessterly direction point in with the south right of way feace of of wey wire fence Register's Office of Maury County, Tennessee, with the hereditaments Experiment Station and the center line of Little Bigby Creek; thence the and dated December 51, 1917, and of record in Book 143, page 453 to  $t_0$ feet to a beginning, containing 42.3 acres, more or less, 552 fect south right of the land conveyed by Maury County to the State of the south right direction 657 minutes west and the 59 southwesterly appurtenances thereto appertaining. Said rock fence ":1th north 39 deg. privite road crossing; thence & N Firllroad M Railroad; thence N Reilroad in E said rock fence Intersection of of the south L to the Creek in a the L 시 feet

part, HOLD the said premises to the said party of the second essigns in fee simple forever. HAVE A:1D TO ล:าด successors

purposes in connection therewith, it and right of way only, grant and convey unto the party of successors and assigns, a permanent wasement title te honohu aansassa and egress for all the first part do hereby being understood that no fee simple including the right of ingress And the parties of second part, 1ts

situete in District "o. 9 of Manry County, Tennessee, more particularly described described premises, across the following sewer over, upon and underground, senttary follows: wit,

feet wide the distance of 1,733 feet on Tennessee Experiment Station land the rock feace property line between at property of Roach adjacent to common corner of Roach, Sandlvision, ending Park Subdivision and Tennessee Experiment Station lands, being Park Tennessee Experiment Station and Westover Railrosd. abutting, prrellel to and west of north right of way of L & M w running for Beginning

part, (ri 11 tรลกรณเรร10n act pert, transmission line Eranted by 1t to the United any first 11, 1939. And said The University of Tennessee second end easement egainst made, done, executed or suffered permises herein conveyed in fee and the of the under it, except seid of way, nor or at any time hereafter, shall or may be with the said party of the except that certain seld The University of Tennessee, one of the seid parties to the above granted promises way 150 feet wide across said land, from, through or any manner whatsoever, thrt 1t has not covenert thing whereby the above described successors, does Sene November assigns, claiming the merrant and defend the title ine easement above mentioned dated charged or incumbered in right of and and right and its States of America, ersons lewfully its successore easement and And the for itself easement JO

conformity with the of members of the Committee, in the General Assembly of 107, Public Acts of 1945 the to cy This sale has been agreed of Chapter Of Tr erms tate

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whereor, said parties of the first part have caused this indenture NT CHESS 111

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shove written. their proper officers the day and year first be executed by

of the same

THE DRIVERSITY OF TERRESEE.

EY C. F. EREIM President.

notingle

ATTEST:

J. P. KERR Secretary. THE START OF TEWESSER

EX COMING FROMMING Covernor

STATE OF TENNESSEE. COUNTY OF KNOY.

and for the State and County aforesaid, personally appeared C. E. Prehm, with whom I am personally accurinted, and who, upon oath executed the foregoing instrument for the purposes therein contained, by signing the name so to do, within acknowledged himself to be the President of The University of Tennessee, the enthorfzed es such President, being Cerric Albert, a Notery Public in of the corporation by himself as President. corporation, and that he bargainor, a me, Before

17th day and official seal, at office in Knoxville, Tennessee, this the of August, 1950. Witness my hend

My commission expires: Jen. 12, 1952.

CARRIE ALBERT NOTARY PUBLIC.



REGISTER: Index as to all parties as shown in capital letters;

This Instrument Prepared By:
Robert L. Jones, Attorney
Columbia, TN 38401

Property Owner and Entity
Responsible for any Taxes:
Maury Regional Hospital
1224 Trotwood Avenue
Columbia, TN 38401

TRANSFERRED

May 14 1991

Tax Map 100B-B-1.00 (portion)

JIMMY R. DOOLEY
ASSESSOR OF PROPERTY

#### WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, cash received, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, MARY O. ROACH, JUANITA HUMPHREY, JAMES STEVEN ROUNTREE, EDWARD ROUNTREE, JUDY TERRY, BETTIE MCGUFFEY, GAIL ROUNTREE PIGG, HARRY ROUNTREE, MICHAEL D. MARZOLF, individually and as Administrator of the Estate of Norma Lee Marzolf, and NANCY R. DONALDSON ("Grantors") have this day bargained and sold and do hereby transfer and convey unto Maury County, Tennessee, for the exclusive use and benefit of MAURY REGIONAL HOSPITAL, under the sole and exclusive control of the hospital's Board of Trustees ("Grantee"), its successors and assigns, the following described real estate locat i in the 9th Civil District of Maury County, Tennessee, and in the City of Columbia, to-wit:

Being a generally triangular-shaped tract bounded on the south and east by James M. Campbell Boulevard, on the west by Tradewinds Drive, McGee and Mylan Express Company, Inc., and on the north by Little Bigby Creek, and more particularly described as follows:

Beginning at a concrete monument near the intersection of James M. Campbell Boulevard (State Highway 50 Bypass) and Tradewinds Drive; thence with McGee and Tradewinds Drive north 17 deg. 55 min. west 453.96 feet; thence continuing with McGee, Tradewinds Drive and Mylan Express Company, Inc., north 10 deg. 44 min. west passing an iron pin at 771.91 feet, in all 1,031.86 feet to a point near the center of Little Bigby Creek; thence with the creek and the southern boundary line of a 10.90-acre tract of the Kerman and John Roach heirs south 72 deg. 35 min. 30 sec. east 395.41 feet to a point in the creek; thence continuing with the creek and Roach heirs south 50 deg. 44 min. east 356.25 feet to a point in the creek; thence continuing with the creek and Roach heirs south 59 deg. 39 min. east 158.80 feet to a point in the creek; thence continuing with the creek and the Roach heirs south 87 deg. 55 min. east 254.69 feet to a point in the creek; thence leaving the creek south 53 deg. 27 min. east 45.00 feet to an iron pin in the northwest right-of-way margin of James M.Campbell Boulevard;

UNITY, STATE OF TERRESSEE

I for gooord this Lordhay 1991 av 3! 110'0100k M

Receipt # 2304 Recording For 24.00

\*\* Extended Probate For Total Att.00

UNITY REGISTER OF DEEDS

C. UDyne U. L.

thence with the northwest margin of James M. Campbell Boulevard south 36 deg. 32 min. west 1,196.0 feet to a concrete monument; thence continuing with James M. Campbell Boulevard south 55 deg. 51 min. west 44.14 feet to a concrete monument, the point of beginning, containing 16.70 acres.

The above description and acreage calculation are in accordance with a July 26, 1974 survey by John J. Harris, reviewed and revised by Douglas Ray Stanfill, Tennessee Registered Land Surveyor No. 1363, on November 29, 1990.

Being a portion of a larger tract of land described in a deed of record in Book 269, page 191, Register's Office, Maury County, Tennessee, and being most of the property shown on Tax Map 100-B, Group B, Parcel 1, in the Office of the Assessor of Property of Maury County, Tennessee.

TO HAVE AND TO HOLD said real estate, together with all rights, title, interest, estate, appurtenances and hereditaments thereunto belonging, unto said Maury Regional Hospital, its successors and assigns, in fee simple.

THE GRANTORS COVENANT with said Grantee, its successors and assigns, that they are lawfully seized and possessed of said property, have a good and lawful right to sell and convey it, and that the title thereto is unencumbered, except by the following:

(a) lien of current year property taxes, prorated this date, payment of which is assumed by the Grantee; (b) electric power transmission line easement to the United States of America of record in Book 232, Page 583, ROMCT; (c) sewer line easement to the City of Columbia of record in Book 375, Page 230; (d) road right-of-way of record in Book 495, Page 61; and (e) electric power line easement to the City of Columbia of record in Book 291, Page 164.

THE GRANTORS FURTHER COVENANT and bind themselves, their heirs and assigns, to warrant and forever defend the title to said property unto said Grantee, its successors and assigns, against the lawful claims of all persons not herein excepted.

Anne Roach Lochridge (one and the same person as Ann R. Lochridge), Dorothy Roach Willoughby, and Nancy Roach Owen, daughters of Grantor, Mary O. Roach, and being all of the children of Mary O. Roach and Herman F. Roach, deceased, for

adequate consideration acknowledged, joins in the execution of this deed for purposes of quitclaiming, releasing, transferring and conveying unto the Grantee, its successors and assigns, all of their present or hereafter acquired rights, titles, and interests in and to said property by virtue of their relationships to Mary O. Roach and Herman F. Roach or otherwise.

EXECUTED this 6th and 13th days of May, 1991.

JUANITA HUMPHREY

ANNE ROACH LOCHRIDGE

GAIL ROUNTREE PIGG

Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 612, ROMCT

JAMES STEVEN ROUNTREE

Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 604, ROMCT

EDWARD ROUNTREE

ROACH LOCHRIDGE

GAIL ROUNTREE PIGG

Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 606, ROMCT

#### JUDY TERRY

BY: Jan La Landing  ANNE ROACH LOCHRIDGE  BY: Sail Kauntius Fig  GAIL ROUNTREE PIGG
Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 610, ROMCT
BETTIE MCGUFFEY
BY: Claroff Suchredis  ANNE ROACH LOCHRIDGE  BY: fact Pecentice Figar  GAIL ROUNTREE PIGG
Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 608, ROMCT  GAIL ROUNTREE, Individually  PIGG,  HARRY KOUNTREE
MICHAEL MARZOLF, Individually and as Administrator of the Estate of Norma Lee Marzolf
BY Long A. Solvedo- ANNE ROACH LOCHRIDGE FOR SAIL ROUNTREE PIGG
Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 602, ROMCT
NANCY R. DONALDSON .
BY: Line A rocked of ANNE ROACH LOCHRIDGE  BY: Lack Lecentre Lag  GAIL ROUNTREE PIGG

Attorneys-in-fact by virtue of Limited Power of Attorney of record in Book 1111, Page 599, ROMCT

e and	ANNE ROACH LOCHRIDGE, Individually	
	DOROTHY: ROACH WILLOUGHBY J.	
	NANCY ROACH OWEN	
STATE OF TENNESSEE		
COUNTY OF MAURY		
Personally appeared before me (notary's name), a notary public Nancy. Anne Roach Lochridge, Nancy Roach Owen, the within name personally acquainted (or proving satisfactory evidence), and who at the within instrument for the purposition.	Dorothy Roach Willoughby, and sed bargainors, with whom I am sed to me on the basis of scknowledged that they executed oses therein contained.	
, == 32222,	this 15 day of May, 1991.	
	1 shet -	
My Commission Expires:	Notary Public	
1-21-92		
Ĩ.	10 20 2 6	
STATE OF TENNESSEE	The state of the s	
COUNTY OF MAURY		
Personally appeared before me, Nobert L. Jones (notary's name), a notary public for said county and state, Rountree, the within named bargainor, with whom I am peracquainted (or proved to me on the basis of satievidence), and who acknowledged that he executed thinstrument for the purposes therein contained.		
Witness my hand, at office, th	1/-	
My Commission Expires:	Robert Fublic	
1-21-92	10° 1941	

Ton 10 1 1 1 1

STATE OF TENNESSEE

COUNTY OF MAURY

day of May, 1991, L appeared Anne Roach Lochridge and Gail Rountree (or proved to me on the basis of satisfactory the persons who executed the foregoing instrument Juanita Humphrey, James Steven Rountree, Edward Rountrery, Bettie McGuffey, Michael D. Marzolf (individually Administrator of the Estate of Norma Lee Marzolf), and Nan. Donaldson, and who acknowledged that they executed the same as the free act and deed of Juanita Humphrey, James Steven Rountree, Edward Rountree, Judy Terry, Bettie McGuffey, Michael D. Marzolf (individually and as Administrator of the Estate of Norma Lee Marzolf), and Nancy R. Donaldson.

Witness my hand and seal at office this 1991. My Commission Expires: 1-21-92 STATE OF TENNESSEE COUNTY OF MAURY personally appeared before me, (notary's name), a notary public in and for said county and state, Mary O. Roach, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand, at office, this  $\rho$  day of May, 1991 My Commission Expires: STATE OF TENNESSEE COUNTY OF MAURY Lobert L. Jones Personally appeared before me, (notary's name), a notary public in and for said county and state, Gail Rountree Pigg, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained. Witness my hand, at office, this My Commission Expires: 1-21-97

## ATTACHMENT B. PROJECT DESCRIPTION II.(A) CODES LETTER

#### HER DESIGN

214 Centerview Dr. Suite 300 Brentwood, TN 37027 615-370-8500 hfrdesign.com

April 2, 2015

RE:

MRMC ICU Renovation and Expansion,

5<sup>th</sup> Floor Patient Tower

Columbia, TN

To Whom It May Concern:

This project will be designed and built to conform with all applicable codes and licensing requirements. Below is the list of current codes that will be used to design the ICU Project:

State of TN Department of Health Code Requirements:

2012 International Building Code (IBC)

2012 LSC - NFPA - 101 Life Safety Code (Health Care Facilities)

2012 International Fire Code (IFC)

2012 International Plumbing Code (IPC)

2012 International Mechanical Code (IMC)

2009 International Energy Conservation Code (IECC)

2011 National Electric Code (NEC)

2012 International Fuel Gas Code

1999 - 2004 North Carolina Accessibility Code with 2004 Amendments

2004 ADA Americans with Disabilities Act Accessibility Guidelines

2010 FGI Guidelines for Design & Construction of Hospitals and Outpatient Facilities

City of Columbia Code Requirements:

2012 International Building Code

2012 International Fire Code

ICC.A117,1-2009 Accessible and Useable Building and Facilities

2012 International Residential Code

2009 International Energy Conservation Code

2012 International Plumbing Code

2012 International Mechanical Code

2012 International Fuel Gas Code

2012 International Property Maintenance Code

2011 National Electric Code

Should any questions arise, please feel free to give me a call (615-370-8500).

sincerely

Ronald L. Franks, AlA President/CEO

RLF:emf

## ATTACHMENT B.III.(A) COPY OF PLOT PLAN



#### MRMC ICU C.O.N.

1224 TROTWOOD AVE COLUMBIA, TENNESSEE

#### **HFR** DESIGN

- 214 Centerview Drive Sulle 300
- ( 615,370,8500
- **615,370,8530**
- hirdesign,com



## ATTACHMENT B.IV COPY OF LINE DRAWING

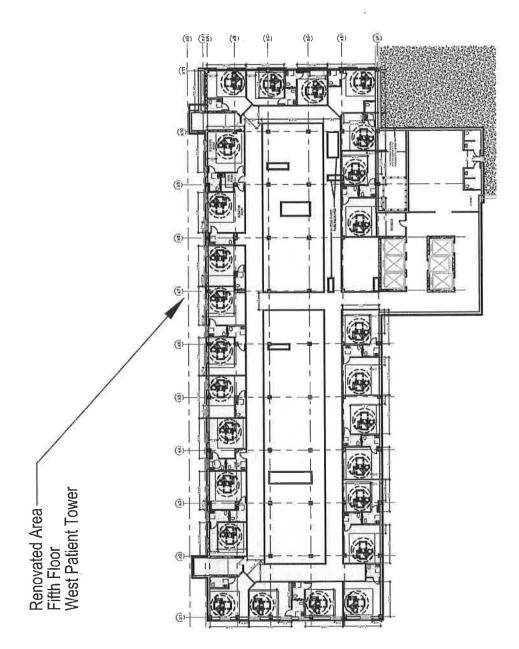
#### COLUMBIA, TENNESSEE 1224 TROTWOOD AVE MRMC ICU C.O.N.



#### **HEB** DESIGN

# **5TH FLOOR PLAN**

NOT TO SCALE



### ATTACHMENT C, NEED.1.a.3.b LETTER FROM ARCHITECT

#### HFR DESIGN

214 Centerview Dr. Sulte 300 Brentwood, TN 37027 615-370-8500 hfrdesign.com

April 21, 2015

Mr. John Collier Maury Regional Medical Center 1224 Trotwood Avenue Columbia, TN 38401

RE:

MRMC ICU Renovation and Expansion

5<sup>th</sup> Floor Patient Tower

Columbia, TN

#### Dear John:

In preparation for the CON on your new ICU Department project, I have asked to comment on your facility as to its viability for future expansion. As Architect for your facility over the last 30 years, we have been engaged to design many projects. The facility is over 60 years old and has been expanded and renovated to meet or exceed the current codes applicable at the time of each project. The Hospital has been conscientious about insisting on quality projects and continues to update and maintain the facility to a very high standard.

Currently the ICU Department is partially located on the First Floor and Second Floor. The proposed renovation will be to combine all of the ICU services on the 5<sup>th</sup> Floor. The existing ICU Department is well over 30 years old and does not meet the current standards. The 5<sup>th</sup> Floor renovation will be a total gut and rebuild. Upon completion of this project, the current standards of construction will be met.

Should any questions arise, please feel free to give me a call (615-370-8500).

Sincerely,

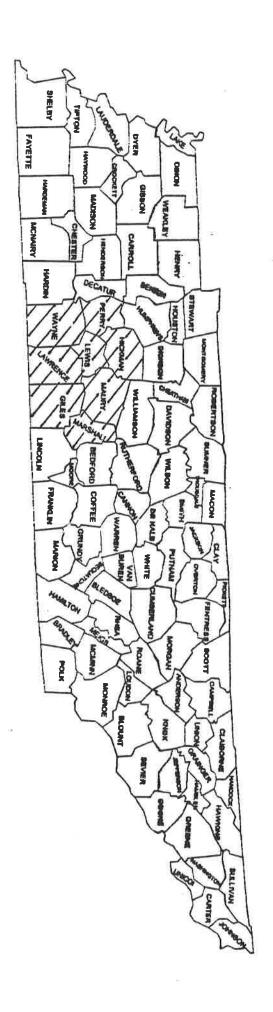
Ronald L. Franks, A

President/CEO

RLF:emf

## ATTACHMENT C, NEED.3 SERVICE AREA MAP

# SERVICE AREA MAP



#### ATTACHMENT C.4.A.2 DEMOGRAPHIC DATA

# Attachment C.4.A.2

17.6	17.4	21.1	17.4	20.2	19.9	19.5	16.2	18.1	15.4	Poverty Level as % of Total
										Persons Below
1,170,301	42,937	1,693	4,257	3,397	2,410	5,712	5,089	7,670	12,709	Persons Below Poverty Level
19.9	20.8	24.1	23.9	18.6	22.8	19.5	19.2	22.7	19.9	TennCare Enrollees as % of Total
1,324,208	51,454	1,939	5,843	3,121	2,757	5,711	6,032	9,629	16,422	TennCare Enrollees
\$44,298	\$40,409	\$32,845	\$39,581	\$33,198	\$34,397	\$38,495	\$42,291	\$37,368	\$45,336	Median Household Income
38	40	43	40	41	41	42	39	40	38	Median Age
81.4	81.9	82.5	84.1	85.5	82.2	82.5	81.6	80.9	80.8	Target Population – Projected Year as % of Total
+2.1	+0.9	+0.7	+1.1	-0.2	+0.8	0.0	+2.0	+0.1	+1.1	Target Population - % Change
5,514,469	203,184	6,672	20,687	14,312	10,008	24,166	25,949	34,297	67,093.	*Target Population – Projected Year
5,400,137	201,281	6,625	20,462	14,340	9,933	24,167	25,446	33,960	66,348	*Target Population – Current Year
+1.8	+0.4	+0.7	+0.6	-0.4	+0.1	0.0	+1.2	+0.1	+0.6	Total Population - % change
6,772,022	248,071	8,083	24,608	16,748	12,178	29,282	31,783	43,398	82,991	Total Population – Projected Year 2017
6,649,438	247,022	8,025	24,465	16,815	12,112	29,293	31,413	42,373	82,526	Total Population – Current Year 2015
State of TN Total	Service Area Total	Perry	Hickman	Wayne	Lewis	Giles	Marshall	Lawrence	Maury	Demographic Variable/ Geographic Area

<sup>\*</sup>Target Population is population that project will primarily serve. For example, nursing home, home health agency, hospice agency projects typically primarily serve the Age 65+ population; projects for the discontinuance of OB services would mainly affect Females Age 15-44; projects for child and adolescent psychiatric services will serve the Population Ages 0-19. For projects not having a specific target population use the Age 65+ population for the target population variable.

# ATTACHMENT C. ECONOMIC FEASIBILITY.1.1 EQUIPMENT COST

#### Critical Care Equipment

	Fixed			
\$	45,000.00	Booms	26	\$ 1,170,000.00
\$	42,288.00	Bedside Monitors	26	\$ 1,099,488.00
\$	8,000.00	Ceiling lifts .	22	\$ 176,000.00
\$	1,000.00	Computers	14	\$ 14,000.00
\$	5,000.00	e-Glass	26	\$ 130,000.00
N	1ovable			
\$	34,000.00	Beds	22	\$ 748,000.00
\$	32,000.00	Vents	2	\$ 64,000.00
\$	400.00	Bedside Table	22	\$ 8,800.00
\$	1,540.00	Proc Cart	10	\$ 15,400.00
\$	2,000.00	Linen cart	4	\$ 8,000.00
\$	2,200.00	Patient Recliner	26	\$ 57,200.00
\$	2,200.00	Visitor couch	26	\$ 57,200.00
\$	475.00	Doppler	26	\$ 12,350.00
\$	80.00	Linen hamper	2	\$ 160.00
\$	9,410.00	Ice machine	2	\$ 18,820.00
\$	4,650.00	Hyper/Hypothermia unit	2	\$ 9,300.00
\$ \$	2,750.00	Infuser	2	\$ 5,500.00
\$	75,000.00	Central monitors	3	\$ 225,000.00
\$	650.00	Oto/optha set	26	\$ 16,900.00
\$	4,500.00	External pacemaker	4	\$ 18,000.00
\$	200.00	Microwave	2	\$ 400.00
\$	500.00	Refrigerator	3	\$ 1,500.00
\$	400.00	Suction regulators	40	\$ 16,000.00
\$	200.00	Peripheral nerve stimulator	4	\$ 800.00
\$	450.00	Over bed table	15	\$ 6,750.00
\$	225.00	Thermometer	2	\$ 450.00
\$	350.00	Biowaste can	2	\$ 700.00
\$ \$ \$ \$ \$ \$	25.00	Waste can	20	\$ 500.00
\$	140.00	Wase can - step on	10	\$ 1,400.00
\$	12,500.00	Vent/Bipap	2	\$ 25,000.00

# ATTACHMENT C. ECONOMIC FEASIBILITY.1.2 PROJECT PROPOSAL SHEET

# Maury Regional Medical Center ICU Renovations – 5<sup>th</sup> Floor Patient Tower Fee Proposal HFR Job No. 2015007.00

Schematic Design	\$ 73,500
Design Development	98,000
Construction Documents	196,000
Bid/Negotiate	24,500
Construction Administration	
Interiors	25,000
Furniture Selection	
Reimbursable Expenses (Printing, shipping, etc.)	15,000
State Plan Review Fees	15,000
Additional Services	25,000
	39.1
TOTAL FEE	\$580,000
Estimated Construction Cost	\$6,850,000
Estimated Construction Cost Contingency	

# ATTACHMENT C. ECONOMIC FEASIBILITY.2.1 BOND RESOLUTION

#### Stephens Inc.

Jackson T. Stephens, 1923-2005 Chairman Emeritus in Perpetuity

April 30, 2015

Allen Watson Administrator Maury Regional Medical Center 1224 Trotwood Avenue Columbia, TN 38401

Dear Mr. Watson,

Please find attached the approved bond resolution documents for the County's planned bond issuance in the amount of \$34,250,000, a portion of which will finance improvements to the Maury Regional Medical System facilities, with the remainder used to refinance existing bond issues for savings. The bonds are being issued under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et.seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of Maury County Commissioners on March 16, 2015.

Stephens Inc. has been contracted by the County to perform professional services in the capacity of municipal advisor. The County plans to accept bids from underwriters to secure the hospital facilities financing, in accordance with state law requirements, on or about May 12, 2015 at 9:30 a.m. CDT. The County Mayor reserves the right to waive any irregularity or informality in any bid, and to reject any or all bids, and notice of rejection of any bid will be made promptly. Unless all bids are rejected, award of the Bonds will be made by the County Mayor on the sale date.

We look forward to a successful sale of the bonds on May 12. Thank you for your assistance in regard to this matter.

Sincerely,

Ashley McAnulty Vice President

ashley W. anuly

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS OF MAURY COUNTY, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$34,250,000), IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, counties in Tennessee are authorized by Sections 9-21-101 et seq., and 9-21-901 et seq., Tennessee Code Annotated, as amended, to issue, by resolution, bonds to finance public works projects and to refund, redeem or make principal and interest payments on their previously issued bonds, notes or other obligations; and

WHEREAS, Maury County, Tennessee (the "County") has previously issued and there is currently outstanding its General Obligation Bonds, Series 2006, dated June 1, 2006, maturing June 1, 2017 through June 1, 2021, inclusive (the "Outstanding Bonds") issued pursuant to Section 9-21-101 et seq., Tennessee Code Annotated; and

WHEREAS, the Board of County Commissioners of the County has determined that all or a portion of the Outstanding Bonds can be refinanced and will result in a cost savings to the public; and

WHEREAS, in order to provide the funds necessary to accomplish said refunding, it is necessary to issue general obligation refunding bonds of the County; and

WHEREAS, the proceeds of the Outstanding Bonds were used to construct, repair, renovate and equip Maury Regional Hospital (the "Hospital") owned by the County and created by Chapter 448 of the 1949 Private Acts of Tennessee, as most recently amended by Chapter 126 of the 1996 Private Acts of Tennessee (collectively, the "Hospital Act"); and

WHEREAS, pursuant to the Hospital Act, the Hospital is operated through a Board of Trustees (the "Hospital Board") vested with the authority to administer the financial affairs of the Hospital and to execute all documents in connection with such authority, and in connection therewith has issued a note, dated February 6, 2014 in the principal amount of \$2,100,000 and a note, dated February 6, 2014 in the principal amount of \$2,250,000 (collectively, the "Notes") to construct and equip extensions to the Hospital system; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Maury County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation bonds of the County to provide the funds necessary to (a) finance the (i) constructing, repairing, renovating and equipping of the Hospital; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the County and the Hospital for prior expenditures for the foregoing costs, including providing funds to the Hospital Board for the payment of the Notes (collectively, the "Projects"); (b) refinance the Outstanding Bonds; and (c) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, an Initial Resolution proposing the issuance of not to exceed \$26,825,000 in aggregate principal amount of general obligation bonds for the Projects described above was adopted by

the Governing Body on the date hereof, and, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, a plan of refunding has been submitted to the Director of State and Local Finance as required by Section 9-21-903, Tennessee Code Annotated, as amended, and said report on the plan of refunding has been issued and is attached hereto as Exhibit A; and

WHEREAS, it is the intention of the Board of Commissioners of the County to adopt this resolution for the purpose of authorizing not to exceed \$34,250,000 in general obligation refunding and improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon, and providing for the issuance of said bonds in one or more series.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Maury County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., and Sections 9-21-901 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

- <u>Section 2.</u> <u>Definitions.</u> The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:
- (a) "Bonds" means the General Obligation Refunding and Improvement Bonds of the County, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof;
- (b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;
  - (c) "County" means Maury County, Tennessee;
- Governing Body; "Debt Management-Policy" means the Debt Management-Policy adopted by the
- (e) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;
- (f) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;
- (g) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

- (h) "Escrow Agent" means the escrow agent appointed by the County Mayor, or its successor;
  - (i) "Governing Body" means the Board of County Commissioners of the County;
  - (j) "Hospital" means the Maury Regional Hospital;
  - (k) "Hospital Act" shall have the meaning set forth in the preamble;
  - (l) "Hospital Board" shall have the meaning set forth in the preamble;
  - (m) "Municipal Advisor" for the Bonds authorized herein means Stephens Inc.;
  - (n) "Notes" shall have the meaning set forth in the preamble;
  - (o) "Outstanding Bonds" shall have the meaning set forth in the preamble;
- (p) "Projects" means (i) the constructing, repairing, renovating and equipping of the Hospital; (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the County and the Hospital for funds previously expended for the foregoing, including providing funds to the Hospital Board for the payment of the Notes, the proceeds of which were used to construct and equip extensions to the Hospital system;
- (q) "Refunded Bonds" means the maturities or portions of maturities of the Outstanding Bonds designated by the County Mayor pursuant to Section 8 hereof;
- (r) "Refunding Escrow Agreement" shall mean the Refunding Escrow Agreement, dated as of the date of the Bonds, to be entered into by and between the County and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit C, subject to such changes therein as shall be permitted by Section 11 hereof;
- (s) "Registration Agent" means the registration and paying agent appointed by the County Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body; and
- (t) "State Director" shall mean the Director of State and Local Finance for the State of Tennessee.

#### Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) The Governing Body makes the following findings with respect to the issuance and sale of the Bonds and the County's Debt Management Policy: (i) the issuance of the Bonds to refund the Outstanding Bonds is advisable because it will result in the reduction in debt service payable by the County over the term of the Outstanding Bonds; (ii) the refunding of the Outstanding Bonds will result in net present value debt service savings; (iii) the term of the Bonds allocable to the refunding is within the original term of the Outstanding Bonds; (iv) the weighted average maturity of the Bonds allocable to the Projects is less than the weighted average expected life of the related Projects; and (v) a portion of the Bonds will not have an optional redemption longer than approximately ten years from their date of issuance

- (b) The refunding report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit A. The estimated proposed amortization of the Bonds and estimated costs of issuance are attached hereto as Exhibit B. The foregoing estimates are subject to change pursuant to Section 8 hereof.
- (c) It is advantageous to the County to deposit proceeds from the sale of the Bonds and other funds of the County, if any, with the Escrow Agent pursuant to the Refunding Escrow Agreement which, together with investment income thereon, will be sufficient to pay principal of and interest on the Refunded Bonds.

#### Section 4. Authorization and Terms of the Bonds.

- For the purpose of providing funds to (i) refund the Refunded Bonds; (ii) finance the cost (a) of the Projects, including reimbursement to the County and the Hospital for funds previously expended for the Projects; and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$34,250,000. The Bonds shall be issued in one or more series, in fully registered, bookentry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted under Section 8, shall be known as "General Obligation Refunding and Improvement Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the County Mayor pursuant to Section 8 hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted under Section 8) semi-annually on June 1 and December 1 in each year, commencing December 1, 2015. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to Section 8 hereof, the Bonds, shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2016 through 2035, inclusive. Attached hereto as Exhibit A is a preliminary debt service estimate of the amortization of the Bonds; provided, however, such amortization may be adjusted in accordance with Section 8 hereof.
- (b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2026 and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 2025 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Mayor. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

- (e) The Governing Body hereby authorizes and directs the County Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy—Bonds which have—been—paid at maturity—or upon earlier-redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Mayor is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.
- The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.
- on any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to

the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

- The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.
- (i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Mayor and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk or his designee.
- (j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds.

Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the County shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the County may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE-GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS-TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

- (1) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.
- (m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.
- Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged. The Bonds shall be additionally payable from, but not secured by, revenues generated by the operation of the Hospital and made available by the Hospital Board.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED Number	*	e "	5	REGISTERED \$
11001			er (2%)	
	UNITED ST	TATES OF AMERIC	A	

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF MAURY
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND,
SERIES \_\_\_\_

_	
Intorout	Data
Interest	Naic.

Maturity Date:

Date of Bond:

**CUSIP No.:** 

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, Maury County, Tennessee (the "County") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [December 1,

2015], and semi-annually thereafter on the first day of [June] and [December] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of \_\_\_\_\_\_,

Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the County and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds maturing June 1, 201\_ through June 1, 202\_, inclusive, shall mature without option of prior redemption and Bonds maturing June 1, 202\_ and thereafter, shall be subject to redemption prior to maturity at the option of the County on June 1, 202\_ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners of the County, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or
- (ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the County shall redeem Bonds maturing on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final <u>Maturity</u>

Redemption <u>Date</u> Principal Amount of Bonds Redeemed

#### \*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent

and not theretofore applied as a credit against any redemption-obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty fifth (45th) day-next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer-a-new-Bond-or-Bonds-of-authorized-denominations-of-the-same-maturity-and-interest rate-for-the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_\_ and issued by the County for the purpose of providing funds for (a) refunding its General Obligation Bonds, Series 2006, dated June 1, 2006, maturing June 1, 2016 through June 1, 2021, inclusive, (b) financing the: (i) the constructing, repairing, renovating and equipping of the Maury Regional Hospital (the "Hospital"); (ii) acquisition of all property, real and personal, appurtenant to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing; and (iv) reimbursement to the appropriate fund of the County and the Hospital for prior expenditures for the foregoing costs, including paying certain outstanding obligations of the Board of Trustees of the Hospital the proceeds of which were used to construct and equip extensions to the Hospital system; and (c) paying costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on the 16th day of March, 2015 (the "Resolution").

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are irrevocably pledged. The Bonds are additionally payable from, but not secured by, revenues generated by the operation of the Hospital and made available through its Board of Trustees. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Mayor with his manual or facsimile signature and attested by its County Clerk with his manual or [facsimile] signature under an [impression or] [facsimile] of the corporate seal of the County, all as of the date hereinabove set forth.

	±	MAURY C	OUNTY	
		BY;	2	12
	.00	15	County	Mayor
(SEAL)		,le		
ATTESTED:	2		K	81 g
County Clerk		** &		At X

Date of Registration:	e interitor and serve for manifestant and all exceptions into their instances.	
This Bond is one o	of the issue of Bonds issued pursuant to the Resolution hereinabov	e descri
6 (1966), 1966 - <u>1966 - 1966 - 1966 - 19</u>	Registration Agent	ing sermond <del></del>
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insert Federal Identificatio	, whose address is, on or Social Security Number of Assignee, these, and does hereby irrevocably constitute and appoint	e within
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of Maury County, Tenness attorney, to transfer the substitution in the premise	see, and does hereby irrevocably constitute and appoint said Bond on the records kept for registration thereof with es.  NOTICE: The signature to this assignment correspond with the name of the registered as it appears on the face of the within Bond every particular, without alteration or enlar	full po

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any revenues payable by the Hospital and direct appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

#### Section 8. Sale of Bonds.

- (a) The Bonds shall be offered for public sale, as required by law, in one or more series, at a price of not less than ninety-nine percent (99%) of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the County Mayor, in consultation with the County's Municipal Advisor.
- (b) The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an Internet bidding service as shall be determined by the County Mayor, in consultation with the Municipal Advisor.
- (c) If the Bonds are sold in more than one series, the County Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.
- (d) The County Mayor is further authorized with respect to each series of Bonds (in consultation with an authorized official of the Hospital Board) to:
  - (1) change the dated date of the Bonds or any series thereof, to a date other than the date of issuance of the Bonds;
  - (2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Refunding and Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;
  - (3) change the first interest payment date on the Bonds or any series thereof to a date other than December 1, 2015, provided that such date is not later than twelve months from the dated date of such series of Bonds;
  - (4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds shall not exceed the total amount of Bonds authorized herein and that the final maturity date of any series of Bonds to refund the Refunded Bonds shall not exceed the end of the fiscal year of the final maturity of the Refunded Bonds refunded by such series, and that the final maturity of any Series of Bonds issued for the Projects shall not exceed the end of the twenty-fifth fiscal year following the fiscal year in which such series is issued;
  - (5) adjust or remove the County's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
  - (6) refinance less than all the Outstanding Bonds to maximize the objectives of refinancing the Outstanding Bonds;
    - (7) reimburse the Hospital Board for less than the amount of the Notes;
  - (8) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Mayor, as he shall deem most advantageous to the County; and

- (9) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.
- (e) The County Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in-doing so, the County Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Refunding and Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.
- to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on the Bonds does not exceed the maximum rate permitted by applicable Tennessee law at the time of the issuance of the Bonds or any series thereof. The award of the Bonds by the County Mayor to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required. If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.
- (g) The County Mayor and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for Municipal Advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit D.
- (h) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.
- (i) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the County and the passage of twenty (20) days from the date of publication thereof.
- Section 9. <u>Disposition of Bond Proceeds</u>. The proceeds of the sale of the Bonds shall be disbursed as follows:
- (a) all accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds;

- (b) an amount, which together with legally available funds of the County, if any, and investment earnings thereon, will be sufficient to pay principal of and interest on the Refunded Bonds until and through the redemption date therefor shall be transferred to the Escrow Agent under the Refunding Escrow Agreement to be deposited to the Escrow Fund established thereunder to be held and applied as provided therein, or if the Bonds are issued within the period for distributing notice of redemption for the Refunded Bonds, then proceeds of the Bonds necessary to redeem the Refunded Bonds may be deposited with the paying agent for the Refunded Bonds; and
- the remainder of the proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Hospital Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Mayor to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and reimburse the County and the Hospital Board for the prior payment thereof (including the Notes), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Project, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law and at the discretion of the County Mayor (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects or (iii) transferred to the County's debt service fund to the extent permitted by applicable law. After completion of the Projects any funds remaining in the Construction Fund, including earnings from such investments, shall be deposited to the County's debt service fund, subject to any modifications by the Governing Body.
- (d) In accordance with State law, the various department heads responsible for the fund or funds and receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.
- Section 10. Official Statement. The County Mayor, the Director of Accounts and Budget (the "Director") and the County Clerk, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Mayor, the Director and the County Clerk, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Mayor, the Director and the County Clerk, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Mayor, the Director and the County Clerk, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. For the purpose of providing for the payment of the principal of and interest on the Refunded Bonds, the County Mayor is hereby authorized and directed to execute and the County Clerk to attest on behalf of the County the Refunding Escrow Agreement with the Escrow Agent and to deposit with the Escrow Agent the amounts to be used by the Escrow Agent to purchase government securities as provided therein and as authorized under Tennessee law; provided, however, that the yield on such investments shall be determined in such manner that none of the Bonds will be an "arbitrage bond" within the meaning of Section 148 (a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit C is hereby in all respects approved and the County Mayor and the County Clerk are hereby authorized and directed to execute and deliver same on behalf of the County in substantially the form thereof presented to this meeting, or with such changes as may be approved by the County Mayor and County Clerk, their execution thereof to constitute conclusive evidence of their approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and interest on the Refunded Bonds and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Notice of Refunding and Notice of Redemption. Prior to the issuance of the Bonds, or any series thereof, if required, notice of the County's intention to refund the Refunded Bonds or notice of redemption of the Refunded Bonds, shall be given by the registration agent for the Refunded Bonds to be mailed by first-class mail, postage prepaid, to the registered holders thereof, as of the date of the notice, as shown on the bond registration records maintained by such registration agent of said Refunded Bonds. Such notices shall be in the form consistent with applicable law. The County Mayor, the Director and the County Clerk, or any of them, is hereby authorized and directed to authorize the registration-agent of-said-Refunded-Bonds-to-give-such-notice on-behalf-of-the County-in-accordance-with this Section.

- Section 13. <u>Discharge and Satisfaction of Bonds</u>. If the County shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:
- (a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;
- (b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers ("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter

defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds. The County recognizes that the purchasers and holders of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest thereon is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Bonds. Accordingly, the County agrees that it shall take no action that may render the interest on any of said Bonds subject to federal income taxation. It is the reasonable expectation of the Governing Body that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Bonds and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the

gross income for purposes of federal income taxation. The County Mayor and the Director of Finance are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as any or all shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Mayor is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Qualified Tax-Exempt Obligations. The Governing Body hereby designates any the Bonds, or any series thereof, as "qualified tax-exempt obligations", to the extent the Bonds, or any series thereof, may be so designated, within the meaning of and pursuant to Section 265 of the Internal Revenue Code of 1986, as amended.

Section 17. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, is greater than twenty-five (25) years. In no event shall the term of any Bond exceed the reasonably expected economic life of the Projects financed by the proceeds of such Bond.

Section 18. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 19. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 20. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 21. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved this 16th day of March, 2015.

Attested Joe W. Allen
County Clerk

#### EXHIBIT A

#### REPORT ON PLAN OF REFUNDING

attached



# State of tennessee Computedles of the treasury Computedles and docal rinance Suite 1600 James II. Polk State of Fice Building 506 Deaderk Street Inaskale, Tennessee 37243-1402 Prone (815) 741-8484

March 12, 2015

The Honorable Charlie Norman, Mayor Board of Commissioners
Maury County
Room 101, Maury County Counthouse
Columbia, TN 38401

Desir Mayor Norman and Commissioners:

This letter, reports, and plan of refunding (the "Plan"), are to be posted on the Maury County (the "County") website. Please make these documents available to the public and provide a copy of this report to each Commissioner at the next meeting of the County's Board of Commissioners.

This latter acknowledges receipt on March 10, 2015, from the County of a request to review a Plan for the issuance of a maximum \$7,475,000 General Obligation Redunding Bonds, Series 2015 (the "Refunding Bonds") to advance refund an estimated \$7,000,000 General Obligation Bonds, Series 2006 (the "Refunded Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our Office for review. The information presented in the Plan includes the assertions of the County and may not reflect either current market conditions or market conditions at the time of sale.

#### PINANCIAL PROFESSIONALS

The County has reported Stephens, Inc. so its municipal advisor. Municipal advisors have a fiduciary responsibility to the County. Underwriters have no fiduciary responsibility to the County. They represent the interests of their firm and are not required to act in the County's best interest without regard to their own or other interests. The Plan was prepared by the County with the assistance of its municipal odvistor.

Many County Citizent Chilipation Refunding Bonds Letter

#### BALLOON INDEBTRONESS

The structure of the Refunding Bonds presented in the Plan does not appear to be balloon indebtodness. If the Refunding Bonds' structure is revised, the County should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtodness. If it is determined that the bond structure constitutes balloon indebtodness, the County must submit a Plan of Balloon indebtodness in the Director of the Office of State and Local Finance for approval prior to the County adopting the resolution authorizing the insumes of the debt.

#### COUNTY'S PROPOSED REFUNDING OBJECTIVE

The Refunding Bonds are being issued to achieve not present value debt service savings.

#### COMPLIANCE WITH THE COUNTY'S DEBT MANAGEMENT POLICY

The County provided a copy of its debt management policy, and within forty-five days (45) of issuance of the debt approved in this letter, is required to submit a Report on Debt Obligation that indicates that this debt complies with its debt policy. If the County amends its policy, please submit the amended policy to this office.

#### REPORT OF THE REVIEW OF A PLAN OF REFUNDING

This letter, report, and the Plan are to be posted on the County's website. The same report is to be provided to each member of the County Commission and reviewed at the public meeting at which the proposed refunding bend resolution will be presented.

The enclosed report does not constitute approval or disapproval for the proposed plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This letter and the enclosed report do not address the compliance with federal tax regulations and are not to be relied upon for that purpose. The County should discuss these issues with a bond coursed.

This report is effective for a period of one hundred and twenty (120) days. If the refunding has not been completed during this time, a supplemental plan of refunding must be submitted to this Office. At that time we will issue a report thereon pursuant to the statutes. In lieu of submitting a supplemental plan, a statement may be submitted to our Office after the 120-day period has elapsed stating that the information contained in the current plan of refunding remains valid. Such statement must be submitted by either the Chief Executive Officer or the Chief Financial Officer of the local government. We will acknowledge receipt of such statement and will issue our letter confirming that this refunding report remains valid for an additional 120-day period. However, with regard to the report currently being issued by this Office, during the initial 120-day period or any subsequent 120-day period no refunding reports will be issued relating to the debt obligations indicated herein as being refunded unless the Chief Executive Officer or the Chief Financial Officer notifics our Office that the plan of refunding which has been submitted is no longer valid.

Page | 2

Minute Course General Obligation Refunding Bords Letter

We recognize that the information provided in the plan submitted to our Office is based on preliminary analysis and estimates, and that actual results will be determined by market conditions at the time of sale of the debt obligations. However, If it is determined prior to the issuance of these obligations that the actual results will be significantly different from the information provided in the plan which has been submitted, and the local government determines to proceed with the issue, our Office should subsequently be notified by either the Chief Executive Offices or the Chief Floratelal Offices of the local government regarding these differences, and that the local government was moure of the differences and eleteratured to proceed with the issuance of the debt obligations. Notification to our Office will be necessary only if there is an increase or decrease of greater than lifteen percent (15%) in any of the following: (1) the principal amount of the debt obligations issued; (2) the costs of issuance; (3) the cumulative savings or loss with regard to any refunding proposal. We consider this notification necessary to insure that this Office and officials of the local government are aware of any significant changes that occur with regard to the because of the proposed indubtedness.

## Report on Debt Obligation

We are enclosing State Form CT-0253, Report on Debt Obligation. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the County no later than forty-five (45) days after the issuance of this dubt, with a copy (including stachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this latenticed or by email to stateandlocalfinance.publicdebtform@scr.tn.gay. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of Form CT-0253 can be found at http://www.comproller.tn.gov/al/publicbtspp.

Sincerely.

Sandes Thomeson.

Director of the Office of State & Local Finance

c: Mr. Jim Ametic, Director of Local Government Audit, COT

Ms. Theresa Weber, Maury County

Mr. Ashley McAnulty, Stephens, Inc.

Enclosures (2): Report of the Director of the Office of State & Local Finance Report on Debi Obligation

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## EXHIBIT B

## ESTIMATED DEBT SERVICE AND COSTS OF ISSUANCE

## Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/03/2015					*
06/01/2015	160,000,00	0.450%	152,666.30	312,666.30	3
06/30/2015	14	-	:-	2.00	312,666.30
12/01/2015		re-	311,912.00	311,912.00	÷
06/01/2016	2,215,000.00	0.584%	311,912.00	2,526,912.00	
06/30/2016	*:*	-	1.E.	1977	2,838,824.00
12/01/2016		2 "	305,448.25	305,448.25	
06/01/2017	3,645,000.00	0.686%	305,448.25	3,950,448.25	3
06/30/2017	n-	≥		-	4,255,896.50
12/01/2017		-	292,953.25	292,953.25	3
06/01/2018	3,610,000.00	0.942%	292,953.25	3,902,953.25	
06/30/2018			37.00.000		4,195,906.50
12/01/2018	2	2	275,950.75	275,950.75	*
06/01/2019	3,500,000.00	1.150%	275,950,75	3,775,950.75	4
06/30/2019	2	=	¥		4,051,901.50
12/01/2019	-		255,825.75	255,825.75	=
06/01/2020	3,120,000.00	1.377%	255,825.75	3,375,825.75	· ·
06/30/2020			•	=	3,631,651.50
12/01/2020	-p ros versions		234,342.00	234,342.00	8 98
06/01/2021	3,025,000.00	1.607%	234,342.00	3,259,342.00	-
06/30/2021		: -		-	3,493,684.00
12/01/2021	-	y ===	210,035.75	210,035.75	V
06/01/2022	1,110,000.00	1.850%	210,035.75	1,320,035.75	370
06/30/2022		-	9		1,530,071.50
12/01/2022	<u> </u>		199,768.25	199,768.25	-
06/01/2023	1,135,000.00	2.000%	199,768.25	1,334,768.25	-
06/30/2023	7	(m)	-	<b>₩</b> %	1,534,536.50
12/01/2023	~	-	188,418.25	188,418.25	
06/01/2024	1,065,000.00	2.100%	188,418.25	1,253,418.25	
06/30/2024	:#/	-	¥3	4	1,441,836.50
12/01/2024	27	*	177,235.75	177,235.75	
06/01/2025	920,000.00	2.300%	177,235.75	1,097,235.75	
06/30/2025	5 940	-		-	1,274,471.50
12/01/2025	-		166,655.75	166,655.75	
06/01/2026	940,000.00	2.400%	166,655.75	1,106,655.75	-
06/30/2026	· W NITTONIA				1,273,311.50
12/01/2026	-		155,375.75	155,375.75	÷
06/01/2027	965,000.00	2.600%	155,375.75	1,120,375.75	
06/30/2027	*	:=:	:51		1,275,751.50
12/01/2027	-	¥	142,830.75	142,830.75	
06/01/2028	990,000.00	3.000%	142,830.75	1,132,830.75	9
06/30/2028	100		Al Car	-	1,275,661.50

## Part 2 of 2

## **Debt Service Schedule**

Date	Principal	Сопроп	Interest	Total P+I	Fiscal Total
12/01/2028	770040	-	127,980.75	127,980.75	i i
06/01/2029	1,020,000.00	3.100%	127,980.75	1,147,980.75	
06/30/2029	2,020,000.00	-	· ne	-	1,275,961.50
12/01/2029		-	112,170.75	112,170.75	
06/01/2030	1,050,000.00	3.150%	112,170.75	1,162,170.75	Ú.
06/30/2030	-			<b>₩</b> 3	1,274,341.50
12/01/2030	-	-	95,633.25	95,633.25	-
06/01/2031	1,085,000.00	3.200%	95,633.25	1,180,633.25	
06/30/2031	23000300000	-	-		1,276,266.50
12/01/2031			78,273.25	78,273.25	
06/01/2032	1,120,000.00	3,250%	78,273.25	1,198,273.25	
06/30/2032	A 0 = 1 = 10	0.000000000	I I IS SHARE ON HE SAN	, V 2012 - V	1,276,546.50
12/01/2032		-	60,073.25	60,073.25	
06/01/2033	1,155,000.00	3.330%	60,073.25	1,215,073.25	
06/30/2033	1,133,000.00			· III	1,275,146.50
12/01/2033	·	7 <u>4</u>	40,842.50	40,842.50	-
06/01/2034	1,190,000.00	3.350%	40,842,50	1,230,842.50	-
06/30/2034	1,170,000.00	12	<b>*</b>		1,271,685.00
12/01/2034	——————————————————————————————————————	-	20,910.00	20,910.00	-
06/01/2035	1,230,000.00	3.400%	20,910.00	1,250,910.00	
06/30/2035	2,000,000.00		(*)	o <del>f</del>	1,271,820.00
Total	\$34,250,000.00	2	\$7,057,938.30	\$41,307,938.30	

## ESTIMATED COSTS OF ISSUANCE DETAIL

Moody's Credit Rating Fee	\$25,000.00	
The state of the s	\$58,500.00	
Bond Counsel		
Licensed Municipal Advisor	\$48,000.00	
Prelim OS (Prep, Print, Distr)	\$3,738.00	
Final OS (Prep, Print Distr)	\$3,387.00	
Verification Agent	\$3,000.00	
Registration/Paying Agent	\$300.00	
Escrow Agent	\$300.00	
Miscellaneous	\$1,273.00	
Total	\$143,498.00	
Estimated Underwriter's Discount (maximum to be	\$137,000.00	
determined by competitive bid at time of bond sale)		

## EXHIBIT-C

## FORM OF REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of the day of, 2015 by and the "County", and (the "Agent").
W-I-T N-E S S E T-H: See
WHEREAS, the County has previously issued its General Obligation Bonds, Series 2006, dated June 1, 2006, maturing [June 1, 2017 through June 1, 2021, inclusive] (the "Outstanding Bonds"); and
WHEREAS, the County has determined to provide for the refinancing of the Outstanding Bond by depositing in escrow with the Agent funds as herein provided; and
WHEREAS, in order to obtain a portion of the funds to be applied as herein provided, the County has authorized and issued its General Obligation Refunding and Improvement Bonds, Series [2015] (the "Refunding Bonds"); and
WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds will be deposited[, along with other available monies of the County,] in escrow with the Agent hereunder and applied as herein provided; and
WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of portion of said Refunding Bond proceeds and other available monies of the County and the application thereof, and to provide for the payment of the debt service on the Outstanding Bonds, the parties heret do hereby enter into this Agreement.
NOW, THEREFORE, the County, in consideration of the foregoing and the mutual covenant herein set forth, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assign forever, in escrow, all and singular the property hereinafter described to wit:
DIVISION I
All right, title and interest of the County in and to \$ (consisting of \$ derived from the proceeds of the sale of the Refunding Bonds and \$ other available monies of the County).
DIVISION II
Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the County or by

## DIVISION III

escrow hereunder.

anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the County or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

"Agreement" means this Refunding Escrow Agreement, dated as of the date of the Refunding Bonds, between the County and the Agent.

"County" means the Maury County, Tennessee.

successors and assigns.

"Escrow Fund" shall have the meaning ascribed to it in Section 2.01 hereof.

"Escrow Property", "escrow property" or "escrowed property" means the property, rights and interest of the County that are described in Divisions I through III of this Agreement and hereinabove conveyed in escrow to the Agent.

"Outstanding Bonds" has the meanings in the recitals hereto.

"Refunding Bonds" has the meanings in the recitals hereto.

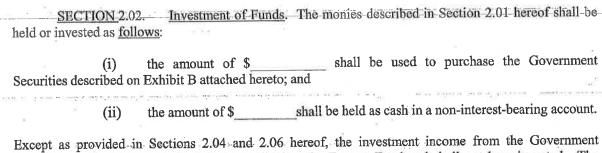
"Written Request" shall mean a request in writing signed by the County Mayor of the County or by any other officer or official of the County duly authorized by the County to act in his place.

SECTION 1.02. Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

## ARTICLE II

## ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.01. Creation of Escrow; Deposit of Funds. The County hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$\_\_\_\_\_\_ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.



Except as provided in Sections 2.04 and 2.06 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

Disposition of Escrow Funds. The Agent shall without further authorization SECTION 2.03. or direction from the County collect the principal on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the proper paying agent or agents, or their successors, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The County represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the County agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the County and this Agreement shall terminate.

SECTION 2.04. Excess Funds. Except as provided in Section 2.06 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow-Fund to the County.

SECTION 2.05. Reports. The Escrow Agent shall deliver to the County Clerk of the County a monthly report summarizing all transactions relating to the Escrow Fund; and on or before the first day of August of each year shall deliver to the County Clerk and the Finance Director a report current as of June 30 of that year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the County and which also shall set forth all assets in the Escrow Fund as of June 30 and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.06. <u>Investment of Moneys Remaining in Escrow Fund</u>. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Obligations, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the County shall furnish the Agent, as a condition

precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds or the Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.06 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the County to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.07. <u>Irrevocable Escrow Created</u>. The deposit of monies in the Escrow Fund shall constitute an irrevocable deposit of said monies for the benefit of the holder of the Outstanding Bonds except as provided herein with respect to amendments permitted under Section 4.01 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the County and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08. Redemption of the Outstanding Bonds. Unless notice of redemption has been given to the holders of the Outstanding Bonds prior to delivery of the Refunding Bonds, the Outstanding Bonds shall be redeemed as stated on Exhibit C attached hereto. The Agent is authorized to give notice to the paying agent for the Outstanding Bonds not less than 45 days prior to the stated respective redemption dates of the Outstanding Bonds directing the paying agent bank to give notice to the holders of the Outstanding Bonds as and when required by the resolution authorizing the Outstanding Bonds.

## ARTICLE III

## CONCERNING THE AGENT

SECTION 3.01. Appointment of Agent. The County hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.02. Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.03. <u>Liability of Agent</u>. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the County or any paying agent of its obligations, or to protect any of the County's rights under any bond proceedings or any of the County's other contracts with or franchises or privileges from any state, county, municipal or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the County. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long

as the Agent applies any monies, the Government Securities to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the County in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.04. Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Series [2013A] Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.05. Exculpation of Funds of Agent. Except as set forth in Section 3.03, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.06. Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, located in the State of Tennessee, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.07. Payment to Agent. The County agrees to pay the Agent, as reasonable and proper compensation under this Agreement the sum of \$\_\_\_\_\_\_. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the County agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the payment of debt service of the Outstanding Bonds; provided, however, that, to the extent permitted by applicable law, the County agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the County and shall not give rise to any claim against the Escrow Fund.

SECTION 3.08. Resignation of Agent. The Agent may at any time resign by giving direct written notice to the County and by giving the holder of the Outstanding Bonds by first-class mail of such resignation. Upon receiving such notice of resignation, the County shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed

and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Maury County, Tennessee, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.06. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.09. Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.06 hereof and shall fail to resign after written request therefor by the County or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the County may remove the Agent and appoint a successor by resolution of its governing body or any such holder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the County for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.08. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.10 hereof.

SECTION 3.10. Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the County and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the County or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.07 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.07 hereof.

## ARTICLE IV

## **MISCELLANEOUS**

SECTION 4.01. Amendments to this Agreement. This Agreement is made for the benefit of the County; the holders from time to time for the Outstanding Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the County; provided, however, that the County and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holder[s] of the Outstanding Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
  - (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holder of the Outstanding Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Obligations held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of, premium, if any, and interest on the Outstanding Bonds. The County hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds or Outstanding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government-Obligations held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of, premium, if any, and interest on the Outstanding Bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, or Outstanding Bonds cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Obligations held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully

guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the County.

SECTION 4.02. Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.03. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.04. <u>Notices</u>. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, or sent by telegram as follows:

To the County:

Maury County, Tennessee Maury County Courthouse Columbia, Tennessee 38401 Attn: County Mayor





The County and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.05. Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.06. <u>Termination</u>. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.07. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Signatures on Following Page

IN WITNESS WHEREOF, the County has caused this Agreement to be signed in its name by its County Mayor and attested by its County Clerk and the official seal of the County to be impressed hereon, and the Agent has caused this Agreement to be signed in its corporate name by its duly authorized officer, all as of the day and date first above written.

## MAURY COUNTY, TENNESSEE

(SEAL)	By:County Mayor	
Joe 2. Alle County Clerk		
And Davids	as Escrow Agent	
	By: Title:	

## **EXHIBIT A**

## Maury County, Tennessee

Debt Service of General Obligation Bonds, Series 2006, dated June 1, 2006, maturing June 1, 2017 through June 1, 2021, inclusive in the original aggregate principal amount of \$\_\_\_\_\_\_to the Redemption Date

Paying Agent:

U.S. Bank National Association (successor to Deutsche Bank National Trust Company)

### EXHIBIT B

## Government Securities Certificate of Indebtedness U.S. State and Local Government Series

Amount Interest Rate Maturity Date Issue Date

Total Cost of Securities: \$\_\_\_\_\_\_\_\_
Initial Cash Deposit: \$\_\_\_\_\_\_

## **EXHIBIT C**

## NOTICE OF REDEMPTION MAURY COUNTY, TENNESSEE

NOTICE IS HEREBY GIVEN that Maury County, Tennessee (the "County"), has elected to and does exercise its option to call and redeem on [June 1, 2016] all the County's outstanding bonds (the "Outstanding Bonds") as follows:

## General Obligation Bonds, Series 2006, dated June 1, 2006, maturing June 1, 2017 through June 1, 2021, inclusive

Maturity Date	Principal Amount	Interest Rate	Cusip No.
2017	\$1,420,000	4.125%	577625TT3
2018	1,415,000	4.250	577625TU0
2019	1,415,000	4,250	577625TV8
2020	1,415,000	4.375	577625TW6
2021	1,335,000	4.375	577625TX4

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U. S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

## If by Mail: (REGISTERED BONDS)

U.S. Bank Corporate Trust Services P.O. Box 64111 St. Paul, MN 55164-0111

## If by Hand or Overnight Mail:

U.S. Bank Corporate Trust Services 111 Fillmore Ave E St. Paul, MN 55107

The redemption price will become due and payable on June 1, 2016, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond June 1, 2016.

Important Notice: Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W-9 or exemption certificate or equivalent when presenting your securities.

U.S. Bank National Association Registration and Paying Agent

## EXHIBIT D

## FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLG	is this:
e n	
8	
	727

Maury County, Tennessee
Maury County Courthouse
Columbia, Tennessee 38401
Attention: Charles R. Norman, County Mayor

Re: Issuance of Not to Exceed \$34,250,000 in Aggregate Principal Amount of General Obligation Refunding and Improvement Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Maury County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to refinance certain outstanding bonds of the Issuer and to fund the Projects identified in the resolution authorizing the Bonds adopted on March 16, 2015 (the "Resolution") and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

## SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- 1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- 2.— Prepare and review-documents-necessary-or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- 3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- 4. Review legal issues relating to the structure of the Bond issue.
- 5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

- 6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
- 7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds, if any, and review the bond purchase agreement, if sold at negotiated sale.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
  - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
  - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
  - Rendering advice that the official statement or other disclosure documents
    - a) Do not contain any untrue statement of a material fact or
    - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.

- g. Opining on any continuing disclosure undertaking or providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations
- After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

## ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

## FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$58,500 for the Bonds. Our fees may vary: (a) if

the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed \$58,500.

## RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

## **OTHER MATTERS**

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee to the extent permitted by applicable law.

## CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

MAURY COUNTY, TENNESSEE:	BASS, BERRY & SIMS PLC:
By: Charles R. Norman, County Mayor	By: Karen Neal, Member

STATE OF TENNESSEE )
COUNTY OF MAURY)

I, Joey Allen, certify that I am the duly qualified and acting County Clerk of Maury County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on March 16, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the County's General Obligation Refunding and Improvement Bonds.

WITNESS my official signature and seal of said County this 16th day of March 2015.

County Ci

(SEAL)



The Board of County Commissioners of Maury County, Tennessee, met in regular session at the

Hunter Matthews Complex, Columbia, Tennessee, at 6:30 p.m. on March 16, 2015, with Sonny

Shackelford, Chairman, presiding, and the following members present:

Donna Cook, Don Morrow, Eric Previti, Craig Harris, Gary Stovall, Talvin Barner, Ronnie Attkisson,

Michael Fulbright, Michael Kuzawinski, Scott Sumners, Gerald Adkison, Sue Stephenson, Linda

Whiteside, Ricky Sims, Debbie Turner, Terry Potts, Stewart Parker, Tommy Wolaver, William Roddy,

Davis Burkhalter, Gwynne Evans.

There were absent: NONE

There were also present Mayor Charlie Norman, and Joey Allen, County Clerk.

It was announced that public notice of the time, place and purpose of the meeting had been given

and accordingly, the meeting was called to order.

The following resolution was introduced by Ricky Sims, seconded by Linda Whiteside and after

due deliberation, was adopted by the following vote:

AYE: Donna Cook, Don Morrow, Eric Previti, Craig Harris, Gary Stovall, Talvin Barner, Ronnie

Attkisson, Michael Fulbright, Michael Kuzawinski, Scott Sumners, Gerald Adkison, Sue Stephenson,

Linda Whiteside, Ricky Sims, Debbie Turner, Terry Potts, Stewart Parker, Tommy Wolaver, William

Roddy, Davis Burkhalter, Gwynne Evans.

NAY: NONE

13953976.4

## ATTACHMENT C. ECONOMIC FEASIBILITY.10 AUDITED FINANCIAL STATEMENTS

## Combined Statements of Net Position

The state of the s				
	<b>Јипе</b> 3	June 30, 2014	June 30, 2013	9, 2013
		Discretely		Discretely
	Maury	Presented	Maury	Presented
	Regional	Component	Regional	Component
	Hospital	Units	Hospital	Units
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 37,077,128	\$ 428,549	\$ 28,530,791	\$ 1,274,249
Certificates of deposit	320,251		317,771	96
Investments	1,129,753	F	756,065	ŗ
Patient accounts receivable, net of estimated				
\$34.700.000 in 2014 and \$31.500.000 in 2013	30,728,755	368,202	32,829,322	224,958
Inventories	4,413,292	36,865	4,938,545	54,418
Prepaid expenses	3,251,369	45,962	2,831,889	128,516
Due (to) from affiliates	585,192	(585,192)	610,809	(610,809)
Other receivables	1,131,981	2,089	1,179,979	467
TOTAL CURRENT ASSETS	78,637,721	296,475	71,995,171	1,071,799
ASSETS LIMITED AS TO USE	38,793,535	ï	34,067,302	
EQUITY INTEREST IN JOINT VENTURES	80,124		566,463	ij
PROPERTY, PLANT AND EQUIPMENT, net	117,585,335	5,796,004	121,209,388	6,124,652
OTHER ASSETS	3,597,888	4	2,355,955	79,853
TOTAL ASSETS	\$ 238,694,603 \$	\$ 6,092,479	\$ 230,194,279 \$	\$ 7,276,304

## Combined Statements of Net Position - Continued

		2000/2911/	accided space	
\$ 7 276 304	\$ 230 194 279 \$	_	\$ 238,694,603 \$	TOTAL LIABILITIES AND NET POSITION
858,409	176,362,588	40,064	183,268,509	TOTAL NET POSITION
775,875	74,162,528	6,426	84,387,771	Unrestricted
82,534	102,200,060	33,638	98,880,738	NET POSITION  Net investment in capital assets
5,428,381	14,343,216	5,022,236	15,784,506	TOTAL LONG-TERM DEBT
(613,737)	(4,774,447)	(740,130)	(3,005,939)	Less current portion
6,042,118	19,117,663	5,762,366	18,790,445	
6,042,118	2,843,988	5,762,366	6,772,553	Other long-term debt
į	16,273,675	ı	12,017,892	Bonds payable
				LONG-TERM DEBT
i	6,756,476	ì	5,398,829	OTHER LONG-TERM LIABILITIES
989,514	32,731,999	1,030,179	34,242,759	TOTAL CURRENT LIABILITIES
4	61,790		44,677	Interest payable
1	5,225,755	,	4,734,690	Estimated amounts due to third party payers, net
4	3,879,657		4,145,265	Accrued workers' compensation
ı	5,576,923	,	5,581,195	Accrued compensated absences
ī	5,777,504	,	7,022,034	Accrued salaries and wages
375,777	7,435,923	290,049	9,708,959	Accounts payable and accrued expenses
\$ 613,737	\$ 4,774,447	740,130 \$	\$ 3,005,939 \$	Current portion of long-term debt
				CURRENT LIABILITIES
				LIABILITIES AND NET POSITION
Units	Hospital	Units		
Component	Regional	Component	-	
Presented	Maury	Presented	Maury	*
Discretely		Discretely		a R
2013	June 30, 2013	M	June 30, 2014	
				Charles of the Contract of the

Combined Statements of Revenue, Expenses and Changes in Net Position

		Year Ended J	une	30, 2014
5 B		Maury Regional Hospital	1	Discretely Presented Omponent Units
OPERATING REVENUE		· ·		
Net patient service revenue, net of provision for				
bad debts	\$	283,445,476	\$	2,939,005
Other operating revenue	_	12,458,173		930
TOTAL OPERATING REVENUE		295,903,649		2,939,935
OPERATING EXPENSES				
Salaries, employee benefits and contract labor		168,897,316		1,013,589
Supplies		52,848,374		189,259
Purchased services		25,516,849		819,036
Professional fees		3,332,657		560,957
Repairs and maintenance		3,351,732		11,318
Utilities		4,889,326		23,415
Leases		4,680,051		643,424
Insurance		2,051,973		3,026
Other expenses		7,037,878		99,520
Depreciation and amortization	_	16,969,349		679,020
TOTAL OPERATING EXPENSES		289,575,505		4,042,564
INCOME (LOSS) FROM OPERATIONS		6,328,144		(1,102,629
NONOPERATING REVENUE (EXPENSES)				
Contributions and grants		1,163,994		**
Investment income		1,022,764		÷
Interest expense		(723,540)		(365,716
Other		(6,082)		-
Equity in joint venture losses		(879,359)		
TOTAL NONOPERATING REVENUE (EXPENSES)		577,777		(365,716
EXCESS (DEFICIT) OF REVENUE OVER EXPENSES		6,905,921		(1,468,345
Capital contributions/funding				650,000
CHANGE IN NET POSITION		6,905,921		(818,345
NET POSITION, BEGINNING OF YEAR		176,362,588		858,409
1,211,011,111,111,111,111,111,111,111,11				

Combined Statements of Revenue, Expenses and Changes in Net Position - Continued

		Year Ended J	une.	30, 2013
		Maury Regional Hospital	F	Discretely Presented Imponent Units
OPERATING REVENUE				
Net patient service revenue, net of provision for				
bad debts	\$	277,946,567	\$	2,136,220
Other operating revenue	_	8,984,335	_	10,365
TOTAL OPERATING REVENUE		286,930,902		2,146,585
OPERATING EXPENSES		16		
Salaries, employee benefits and contract labor		166,635,962		524,694
Supplies		51,031,235		52,884
Purchased services		22,159,513		481,579
Professional fees		4,576,013		431,981
Repairs and maintenance		3,238,439		9,884
Utilities		4,875,460		507
Leases		4,394,385		503,076
Insurance		1,400,375		3,886
Other expenses		6,511,732		163,643
Depreciation and amortization		16,793,916		69,789
TOTAL OPERATING EXPENSES		281,617,030		2,241,923
INCOME (LOSS) FROM OPERATIONS		5,313,872		(95,338
NONOPERATING REVENUE (EXPENSES)		(3		
Contributions and grants		1,065,578		
Investment income		285,159		
Interest expense		(690,225)		(65,505
Other		(25,667)		1.5
Equity in joint venture losses	_	(89,230)		
TOTAL NONOPERATING REVENUE (EXPENSES)		545,615		(65,505
EXCESS (DEFICIT) OF REVENUE OVER EXPENSES		5,859,487		(160,843
Capital contributions/funding				1,648,583
CHANGE IN NET POSITION		5,859,487		1,487,740
NET POSITION, BEGINNING OF YEAR	_	170,503,101		(629,331
NET POSITION, END OF YEAR	\$	176,362,588	\$	858,409

Combined Statements of Cash Flows

		Year Ende	d Ji	
		2014		2013
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from patients and insurance programs	\$	283,422,880	\$	277,447,562
Payments to vendors for supplies and other		(101,330,031)		(101,926,468)
Payments to and on behalf of employees		(167,108,455)		(164,949,309)
Other receipts		11,710,980		9,039,267
NET CASH PROVIDED BY				
OPERATING ACTIVITIES		26,695,374	(ii	19,611,052
CASH FLOWS FROM NONCAPITAL				
FINANCIAL ACTIVITIES:				
Contributions and grants		1,163,994		1,065,578
CASH FLOWS FROM CAPITAL AND RELATED				
FINANCING ACTIVITIES:				
Acquisition of property, plant and equipment		(8,362,006)		(12,928,319)
Proceeds from sale of equipment		151,220		216,033
Payments on long-term debt		(5,024,391)		(4,865,262)
Interest paid on long-term debt		(791,436)		(809,375)
NET CASH USED IN CAPITAL AND				
RELATED FINANCING ACTIVITIES		(14,026,613)		(18,386,923)
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest income received on cash and investments		1,022,764		285,159
Proceeds from maturities of certificates of deposit		638,022		949,309
Purchase of certificates of deposit		(640,502)		(635,542)
Purchases of investments		(5,099,921)		(164,874
Investment in joint venture		(393,020)		(976,650)
Issuance of notes receivable		(813,761)		. *
Purchase of surgery center intangible assets				(2,321,648)
NET CASH USED IN INVESTING ACTIVITIES		(5,286,418)		(2,864,246
	-			
INCREASE (DECREASE) IN CASH		9		
AND CASH EQUIVALENTS		8,546,337		(574,539
CASH AND CASH EQUIVALENTS,				
BEGINNING OF YEAR		28,530,791		29,105,330
CASH AND CASH EQUIVALENTS,	7			
END OF YEAR	\$	37,077,128	\$	28,530,791

Combined Statements of Cash Flows - Continued

	Year Ended June 30,		
*	2014		2013
RECONCILIATION OF INCOME FROM			
OPERATIONS TO NET CASH PROVIDED			
BY OPERATING ACTIVITIES:			
Income from operations	\$ 6,328,144	\$	5,313,872
Adjustments to reconcile income from operations			
to net cash provided by operating activities:			
Depreciation and amortization	16,969,349		16,793,916
Provision for bad debts	39,303,585		34,298,539
Changes in:			
Patient accounts receivable	(37,203,018)		(34,183,373)
Inventories	525,253		263,300
Prepaid expenses	(419,480)		(352,485)
Due from affiliates	25,617		34,383
Other assets	(772,810)		20,549
Accounts payable and accrued expenses	2,273,036		(3,650,131)
Accrued salaries and wages	1,244,530		614,520
Accrued compensated absences	4,272		573,311
Accrued workers' compensation	265,608		200,419
Estimated amounts due to third party payers	(491,065)	-	860,005
Other long-term liabilities	(1,357,647)	-	(1,175,773)
TOTAL ADJUSTMENTS	20,367,230		14,297,180
NET CASH PROVIDED BY			
OPERATING ACTIVITIES	\$ 26,695,374	\$	19,611,052
SUPPLEMENTAL INFORMATION:			2/
Equipment acquired through capital leases	\$ 4,747,956	\$	3,100,000

## ATTACHMENT C.ORDERLY DEVELOPMENT OF HEALTH CARE.7.(B).1 COPY OF LICENSE

# Board for Licensing Health Care Facilities

Tennessee

# DEPARTMENT OF HEALTH

is is to certify, that a license is hereby granted by the Plate

	MAURY COUNTY		to conduct and maintain a
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Rospilal	,	MACINI THE CHOISE LICET TO SELECT	
prated at	1224 TROTWOOD AVENUE, COLUMBIA	COLUMBIA	
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Soundy of	MAURY	, Gennessee.	
	2		
Ohis	This license shall expire	APRIL 16	2016, and is subject
to the provision	s of Chapter 11, Tennessee	to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable,	he assignable or transferable,
and shall be su	bject to revocation at any w	and shall be subject to revocation at any time by the State Department of Fleath, for failure to comply with the	r failure to comply with the
laws of the H	ate of Tennessee or the ru	laws of the State of Tennessee or the rules and regulations of the State Department of Health issued thereunder	of Realth issued thereunder.
In Mitmess Q	Mereof, we have hereunto se	In Miness Officeof, we have hereunto set our hand and seal of the State this 1614	day of APRIL , 2015
To the Olistim	the Originat Contractor (in) of GENERAL HOSPITAL	AL HOSPITAL	



DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

MOMMISSIONER

## ATTACHMENT C.ORDERLY DEVELOPMENT OF HEALTH CARE.7.(b).2 COPY OF ACCREDIATION



December 16, 2013

Alan Watson CEO Maury Regional Hospital 1224 Trotwood Ave. Columbia, TN 38401 Joint Commission ID #: 7820 Program: Hospital Accreditation Accreditation Activity: Measure of Success Accreditation Activity Completed: 12/16/2013

## Dear Mr. Watson:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

## Comprehensive Accreditation Manual for Hospitals

This accreditation cycle is effective beginning July 03, 2013. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit <u>Quality Check®</u> on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the Centers for Medicare and Medicaid Services (CMS), state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark G.Pelletier, RN, MS

Chief Operating Officer

Division of Accreditation and Certification Operations

## Maury Regional Hospital Organization ID: 7820 1224 Trotwood Ave.Columbia, TN 38401

Accreditation Activity - 60-day Evidence of Standards Compliance Form

Due Date: 8/31/2013

HAP Standard EC.02.02.01 The hospital manages risks related to hazardous materials and waste.

Findings: EP 3 Observed in Tracer Visit at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During a tracer visit the Policy and Procedure for both minor and major isotope spills were found to lack a reporting mechanism to the Radiation Safety Committee. No information was required within an occurrence report and no log had been maintained.

## **Elements of Performance:**

3. The hospital has written procedures, including the use of precautions and personal protective equipment, to follow in response to hazardous material and waste spills or exposures.

## Scoring Category: A

## Corrective Action Taken:

## WHO:

The Lead Nuclear Medicine Technologist is ultimately responsible for the corrective action and for overall and ongoing compliance.

## WHAT:

The Decontamination Procedures for Spilled Radionuclides was reviewed and revised to include the following: 1. The Discussion/Definition of Minor and Major Spills, 2. the RSO reporting any minor and/or major spills to the Radiation Safety Committee, 3. recording the spills, if any, in the meeting minutes, and 4. implementing a Major/Minor Spills Log book. The log book is kept in the Nuclear Medicine Department and reviewed before the quarterly Radiation Safety Committee meeting. Nuclear Medicine staff was educated of the policy revision on 8/13/13. Policy review of Minor/Major spills was added to the Orientation Checklist for Nuclear Medicine Technologist.

## WHEN:

The Decontamination Procedures for Spilled Radionuclides was reviewed and revised on June 26, 2013, along with starting a Major/Minor Spills log book. The revised policy was reported and approved by the Radiation Safety Committee on July 24, 2013. A staff meeting took place on August 13,2013 and all technologists signed and dated understanding of the revisions. The Orientation checklist was updated on August 13, 2013.

## HOW:

The Radiation Safety Committee will review major and/or minor spills, if any, as an agenda item at the quarterly Radiation Safety Committee meeting and this will be entered into the meeting minutes.

## HAP Standard LD.04.04.03 New or modified services or processes are well designed.

Findings: EP 3 Observed in Record Review at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During record review it was observed that the organization had modified the process for steriotactic breast biopsies as evidenced by a transition of oversight and location for the procedures. Record review revealed documents that were completed by the radiologic technologist regarding sedation discharge instructions, discharge disposition, assessments and home medications inclusive of medications taken onsite for pre-procedure analgesia, anxiolysis, and anti-emetics. These documents had not been adapted for specific disciplines. Additionally, there was no evidence of the patient's condition after taking the medications ordered by the surgeon, and no definitive indication that patients were discharged to a driver (responsible party). An interview with department leadership revealed a few conversations regarding patient care processes across disciplines but there were no formal policies and procedures to support care processes by specific disciplines.

## **Elements of Performance:**

3. The hospital's design of new or modified services or processes incorporates information about potential risks to patients. (See also LD.04.04.05, EPs 6, 10-11) Note: A proactive risk assessment is one of several ways to assess potential risks to patients. For suggested components, refer to the Proactive Risk Assessment section at the beginning of this chapter.

## Scoring Category: A

## Corrective Action Taken:

## WHO:

Director of Women's Center/Infusion is ultimately responsible for the corrective action and for overall and ongoing compliance.

## WHAT:

The breast biopsy procedure was revised to eliminate pre-procedure medication unless specifically ordered and managed by the physician (in most cases, pre-procedure medication is not indicated). The Women's Center Procedure – Pre/Post Checklist (Form 2081) was reviewed and revised to require physician responsibility for the pre- and post-procedure data gathered. No assessments were performed by radiologic technologists but the form was also revised to more clearly indicate the data gathered. Staff members and physicians were personally educated on the changes to the procedure and form by the Director of Women's Center/Infusion.

## WHEN:

Women's Center Procedure – Pre/Post Checklist (Form 2081) revisions were approved on July 24, 2013. Staff education and physician education was completed by August 9, 2013 and the go live for the new procedure and use of the revised form was August 12, 2013.

## HOW:

The Director of Women's Center/Infusion will assign responsibility for monthly chart audits to assess ongoing compliance.

HAP Standard LS.02.01.35 The hospital provides and maintains systems for extinguishing fires.

Findings: EP 4 §482.41(b)(1)(i) - (A-0710) - (i) The hospital must meet the applicable provisions of the 2000 edition of the Life Safety Code of the National Fire Protection Association. The Director of the Office of the Federal Register has approved the NFPA 101®2000 edition of the Life Safety Code, issued January 14, 2000, for incorporation by reference in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. A copy of the Code is available for inspection at the CMS Information Resource Center, 7500 Security Boulevard, Baltimore, MD or at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to: http://www.archives.gov/federal\_register/code\_of\_federal\_regulations/ibr\_locations.html. Copies may be obtained from the National Fire Protection Association, 1 Batterymarch Park, Quincy, MA 02269. If any changes in this edition of the Code are incorporated by reference, CMS will publish notice in the Federal Register to announce the changes. This Standard is NOT MET as evidenced by: Observed in Building Tour at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. Located above the ceiling on the main corridor of 3 west there was a large bundle of cables that were ran through a saddle, that was connected to the support system for the automatic sprinkler system. Observed in Building Tour at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. Located above the ceiling on the main corridor of 3 west there was second area where a large bundle of cables that were ran through a saddle, that was connected to the support system for the automatic sprinkler system. Observed in Building Tour at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. Located above the ceiling on 1 west across from the telemetry room there was a large bundle of cables that were ran through a saddle, that was connected to the support system for the automatic sprinkler system. Observed in Building Tour at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. Located above the ceiling across from room 367 there was a 3/4" coax cable supported by the the automatic sprinkler system.

## Elements of Performance:

4. Piping for approved automatic sprinkler systems is not used to support any other item. (For full text and any exceptions, refer to NFPA 25-1998: 2-2.2)

Scoring Category: C

**Corrective Action Taken:** 

WHO:

Paul W. Corvin, CHFM, Director of Plant Operations

WHAT:

Paul W. Corvin, chfm, Director of Plant Operations, issued the work order to make the correction to findings and plant operations personnel corrected each. Work orders #136501 #136508 were issued on 7-1-2013 to correct the three items found supported by the sprinkler system. On 7-1-2013 plant

operations personnel corrected by properly mounting cable saddles and coax lines with independent supports and not sharing of sprinkler supports. Also to prevent any reoccurrence the Director of Plant Operations reviewed the compliance with maintenance staff during the departmental meeting on 8-8-2013.

#### WHEN:

Work orders were completed on 7-1-2013. Ongoing compliance was reviewed with maintenance staff on 8-8-2013.

#### HOW:

The Director of Plant Operations has adopted the Contractor Guidelines Booklet from the Joint Commission Library used by the UT Southwestern Medical Center, to educate future Contractors where they would sign off on their confirmation and understanding of contractor requirements including above ceiling work practices.

#### HAP Standard MM.03,01.01 The hospital safely stores medications.

Findings: EP 2 Observed in Tracer Visit at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During tracer activity within the Radiology Department contrast material was found to be stored within a heated Redibox. The temperature was consistently logged at 102 degrees F. Manufacturer label directs storage to be at no more than 77 degrees F. There was no on site evidence that a variance had been obtained from GE Healthcare either in Pharmacy or Radiology. None of the Omnipaque vials had been dated to note how long the temperature variance had been maintained. Before the conclusion of the survey a document was obtained by GE Healthcare stating the Omniqaque injectable could be stored at 98.6 degrees F for up to one month. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During tracer activity and tour of the operating room in the L&D area, an IV fluid warmer located near anesthesia had two bags of fluid on top of one another and so not in compliance with manufacturers recommendation for use. EP 6 Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During tracer activity the medical record of a nephrology patient was found to contain a fully authorized prescription for Narco (#120) and Xanax (#90) in a pocket within the chart. The prescription was intended to be ready for the patient discharge. At time of survey discharge planning had not been finalized. On the morning of the review the patient and chart had been transported to and from the Dialysis Department from the Acute Nursing Unit. The transport had been accomplished using hospital transport service. Opportunity for access by unauthorized individuals for access to the prescription had traveled between multiple departments.

#### **Elements of Performance:**

2. The hospital stores medications according to the manufacturers' recommendations or, in the absence of such recommendations, according to a pharmacist's instructions.

Scoring Category: C

Corrective Action Taken: WHO:

The Director of Pharmacy is ultimately responsible for the corrective action and for overall and ongoing compliance.

#### WHAT:

The pharmacy's unit inspection form was revised to include a check of medications/fluids placed in fluid warmers to ensure proper placement and temperature range. Pharmacy, radiology, and anesthesia staff were educated via flyers and staff meetings about the proper placement and temperature requirements of medications/fluids placed in warmers.

#### WHEN:

The Pharmacy Unit Inspection form was revised and appropriate staff (pharmacy, radiology, and anesthesia) educated by August 26, 2013.

#### HOW:

The Certified Pharmacy Technicians will perform monthly unit inspections to assess ongoing compliance.

Evaluation 1. Sample size: 100% of medication areas with fluid warmers 2. N/A 3. This will be Method: monitored monthly for four consecutive months. 4. The denominator equals the total number of medication areas with fluid warmers 5. The numerator equals the number of records in which the compliance with placement and temperature are within acceptable ranges 6. The data will be reported monthly to the Quality Council

Measure of Success Goal 90 (%):

6. The hospital prevents unauthorized individuals from obtaining medications in accordance with its policy and law and regulation.

#### Scoring Category: A

#### Corrective Action Taken:

#### WHO:

The Director of Pharmacy is ultimately responsible for the corrective action and for overall and ongoing compliance.

#### WHAT:

MRMC requested that physicians write discharge prescriptions on the day of discharge and not earlier OR call in the prescription. When a prescription is written, regardless of discharge day, nursing personnel should be notified so they can remove the prescription from the chart and place it in the patient's medication bin (secure location within the medication room). An audit tool was developed for Unit Secretaries to monitor charts for compliance.

#### WHEN:

An audit tool was developed by August 12, 2013. Physicians were educated via newsletter and medical staff meetings regarding this request. The process change and audit form were presented at our Nurse Practice meeting and communicated via newsletter and email. All education and changes were completed by August 12, 2013.

#### HOW:

The Unit Secretaries on each unit will perform audits on M-W-F to assess ongoing compliance. The audit forms will be collected by nurse managers and appropriate action taken to ensure compliance. Any compliance issues will be shared with Director of Nursing Practice and the Director of Pharmacy.

The hospital safely controls medications brought into the Standard MM.03.01.05 hospital by patients, their families, or licensed Independent practitioners.

Findings: EP 3 Observed in Record Review at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During record review of three patients undergoing steriotactic biopsy it was observed that patients brought in medications prescribed for them by their surgeons as pre-procedure medication at the time of office consultation. At the time of survey, it was observed that the organization did not inform either the prescriber or the patient about whether or not the medications brought into the organization were permitted. It was also observed that limited information was obtained by the radiologic technologist (a medication list by name only) at the time of the procedure. Observed in Record Review at Maury Regional Hospital (1224 Trotwood Avenuc, Columbia, TN) site. During record review of a second set of three patients undergoing steriotactic biopsy it was observed that patients brought in medications prescribed for them by their surgeons as pre-procedure medication at the time of office consultation. At the time of survey, it was observed that the organization did not inform either the prescriber or the patient about whether or not the medications brought into the organization were permitted. It was also observed that limited information was obtained by the radiologic technologist (a medication list by name only) at the time of the procedure.

#### Elements of Performance:

3. The hospital informs the prescriber and patient if the medications brought into the hospital by patients, their families, or licensed independent practitioners are not permitted.

#### Scoring Category: C

#### **Corrective Action Taken:**

#### WHO:

The Director of Women's Center/Infusion is ultimately responsible for the corrective action and for overall and ongoing compliance.

#### WHAT:

The procedure was revised to eliminate patients bringing in pre-procedure medications. Only one physician had this practice and he was informed that we would no longer allow this practice. Staff and physicians were educated personally by the Director of Women's Center/Infusion by August 9, 2013.

Staff and physicians were educated on the new process by August 9, 2013. The new process was initiated on August 12, 2013.

The Director of Women's Center/Infusion will coordinate monthly chart audits to assess ongoing compliance.

#### Evaluation

Method: 1. 100% of the cases will be reviewed 2. This will be monitored monthly for four consecutive months. 3. The denominator equals the total number of cases/charts reviewed. 4. The numerator equals the number of records in which no pre-procedure medications were brought in by the pateint and administered to the patient. 5. The data will be reported monthly to the Medication Team.

Measure of Success Goal 90 (%):

HAP Standard MS.01.01.01 Medical staff bylaws address self-governance and accountability to the governing body.

Findings: EP 3 §482.12(a)(3) - (A-0047) - [The governing body must:] (3) Assure that the medical staff has bylaws; This Standard is NOT MET as evidenced by: Observed in Document Review at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. The requirements set forth in Elements of Performance 16 and 30 were found in other documents, not in the medical staff bylaws as required. EP 16 §482.22 (c)(5)(i) - (A-0358) - (i) A medical history and physical examination be completed and documented for each patient no more than 30 days before or 24 hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. The medical history and physical examination must be completed and documented by a physician (as defined in section 1861(r) of the Act), an oromaxillofacial surgeon, or other qualified licensed individual in accordance with State law and hospital policy. This Standard is NOT MET as evidenced by: Observed in Document Review at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. The requirements for completing and documenting histories and physical examinations were found in the medical staff rules and regulations rather than in the medical staff bylaws as required. EP 30 Observed in Document Review at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. The indications for recommending termination or suspension of clinical privileges were found in the credentialing and privileging manual rather than in the medical staff bylaws as required.

#### Elements of Performance:

3. Every requirement set forth in Elements of Performance 12 through 36 is in the medical staff bylaws. These requirements may have associated details, some of which may be extensive; such details may reside in the medical staff bylaws, rules and regulations, or policies. The organized medical staff adopts what constitutes the associated details, where they reside, and whether their adoption can be delegated. Adoption of associated details that reside in medical staff bylaws cannot be delegated. For those Elements of Performance 12 through 36 that require a process, the medical staff bylaws include at a minimum the basic steps, as determined by the organized medical staff and approved by the governing body, required for implementation of the requirement. The organized medical staff submits its proposals to the governing body for action. Proposals become effective only upon governing body approval. (See the 'Leadership' (LD) chapter for requirements regarding the governing body's authority and conflict management processes.) Note: If an organization is found to be out of compliance with this Element of Performance, the citation will occur at the appropriate Element(s) of Performance 12 through 36.

Scoring Category: A

Corrective Action Taken:

#### WHO:

The Chief Medical Officer is ultimately responsible for the corrective action.

#### WHAT:

The Medical Staff bylaws were amended to include 1. requirements for completing and documenting histories and physical examinations and 2. indications for recommending termination or suspension of clinical privileges.

#### WHEN:

Revisions were made to the bylaws, the medical staff were informed of the proposed changes, the majority of the voting members of the medical staff approved, and the final approval by the Board of Trustees was performed by August 22, 2013.

#### HOW:

The Chief Medical Officer will assure that any future revisions to the Medical Staff bylaws will not include removal of these elements from the document.

16. For hospitals that use Joint Commission accreditation for deemed status purposes: The medical staff bylaws include the following requirements, in accordance with Element of Performance 3: The requirements for completing and documenting medical histories and physical examinations. The medical history and physical examination are completed and documented by a physician, an oralmaxillofacial surgeon, or other qualified licensed individual in accordance with state law and hospital policy. (For more information on performing the medical history and physical examination, refer to MS.03.01.01, EPs 6-11.) Note 1: The definition of 'physician' is the same as that used by the Centers for Medicare & Medicaid Services (CMS) (refer to the Glossary). Note 2: The requirements referred to in this element of performance are, at a minimum, those described in the element of performance and Standard PC.01.02.03, EPs 4 and 5.

#### Scoring Category: A

#### **Corrective Action Taken:**

#### WHO:

The Chief Medical Officer is ultimately responsible for the corrective action.

#### WHAT

The Medical Staff bylaws were amended to include requirements for completing and documenting histories and physical examinations.

#### WHEN:

Revisions were made to the bylaws, the medical staff were informed of the proposed changes, the majority of the voting members of the medical staff approved, and the final approval by the Board of Trustees was performed by August 22, 2013.

#### HOW:

The Chief Medical Officer will assure that any future revisions to the Medical Staff bylaws will not include removal of these elements from the document.

30. The medical staff bylaws include the following requirements, in accordance with Element of Performance 3: Indications for recommending termination or suspension of medical staff membership, and/or termination, suspension, or reduction of clinical privileges.

#### Scoring Category: A

#### Corrective Action Taken:

#### WHO:

The Chief Medical Officer is ultimately responsible for the corrective action.

#### WHAT:

The Medical Staff bylaws were amended to include indications for recommending termination or suspension of clinical privileges.

#### WHEN:

Revisions were made to the bylaws, the medical staff were informed of the proposed changes, the majority of the voting members of the medical staff approved, and the final approval by the Board of Trustees was performed by August 22, 2013.

#### HOW:

The Chief Medical Officer will assure that any future revisions to the Medical Staff bylaws will not include removal of these elements from the document.

HAP Standard RC.01.01.01 The hospital maintains complete and accurate medical records for each individual patient.

Findings: EP 19 §482.24(c)(1) - (A-0450) - (1) All patient medical record entries must be legible, complete, dated, timed, and authenticated in written or electronic form by the person responsible for providing or evaluating the service provided, consistent with hospital policies and procedures. This Standard is NOT MET as evidenced by: Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. During tracer activity and review of the medical record, the History and Physical was on the record but was not dated or timed. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. During tracer activity and review of the medical record, the history and physical was dated but not timed Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. During tracer activity and review of the medical record for a patient on restraints, the physician had renewed the orders for continuation on 6/14 and 6/15, however these orders had not been timed.

#### **Elements of Performance:**

19. For hospitals that use Joint Commission accreditation for deemed status purposes: All entries in the medical record, including all orders, are timed.

#### Scoring Category: C

#### Corrective Action Taken:

#### WHO:

The HIM Director is ultimately responsible for the corrective action and for overall and ongoing compliance.

#### WHAT:

The "Ongoing Record Review Policy" (PolicyStat ID #539894) was reviewed and revised to detail the

changes to the monthly record review process. Specific changes to the policy are to increase the number of monthly chart reviews from twenty to thirty and to primarily focus on high volume physician groups. The policy was approved by the Vice-President of Quality Services and the Chair of the Medical Records Committee. The HIM Assistant Director, who performs the majority of ongoing record reviews, was educated at a HIM management meeting.

#### WHEN:

The "Ongoing Record Review Policy" (PolicyStat ID #539894) was reviewed and revised to detail the changes to the monthly record review process. Specific changes to the policy are to increase the number of monthly chart reviews from twenty to thirty and to primarily focus on high volume physician groups. The policy was approved by the Vice-President of Quality Services 08/09/13 and the Chair of the Medical Records Committee on 08/12/12. The HIM Assistant Director, who performs the majority of ongoing record reviews, was educated at a meeting with the chair of the medical records committee on 08/12/12.

#### HOW:

The HIM Assistant Director will perform monthly audits (open record) on thirty inpatient charts (90 each quarter) and will review all documenation requirements including dating and timing of all entries. The initial emphasis over the first four months (to develop trends) will focus on high volume physicians such as hospitalists, surgeons and internal medicine. All oversight will be conducted through the Medical Records Committee and the chair of the committee (a physician) will be responsible for addressing non-compliant documentation with physicians on a peer-to-peer basis.

# Maury Regional Hospital Organization ID: 7820 1224 Trotwood Ave.Columbia, TN 38401

Accreditation Activity - 45-day Evidence of Standards Compliance Form

Due Date: 8/16/2013

HAP Standard EC.02.03.01 The hospital manages fire risks.

Findings: EP 1 Observed in Building Tour at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. There was an open 4"x4" electrical junction box located above the ceiling across from room 409. Observed in Building Tour at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. There was an open 4"x4" electrical junction box located above the ceiling at the entrance to radiation therapy.

#### **Elements of Performance:**

1. The hospital minimizes the potential for harm from fire, smoke, and other products of combustion.

#### Scoring Category: C

#### Corrective Action Taken:

#### WHO:

Paul W. Corvin, CHFM, Director of Plant Operations, is ultimately responsible for the corrective action and ongoing compliance.

#### WHAT:

Issued work orders #220826 & #136518 to correct the two open "J" boxes. Plant Operations personnel properly installed the 4X4 electrical "J" box covers. Also to prevent any recurrence the Director of Plant Operations reviewed the compliance with maintenance staff during the departmental meeting on 8-8-2013.

#### WHEN:

Issued work orders #220826 on 7-1-2013 & #136518 on 7-2-2012 to correct the two open "J" boxes. Plant Operations personnel corrected on 7-1-2013 & 7-2-2013 by properly installing the 4X4 electrical "J" box covers. Also to prevent any recurrence the Director of Plant Operations reviewed the compliance with maintenance staff during the departmental meeting on 8-8-2013.

#### HOW:

To prevent any recurrence the Director of Plant Operations reviewed the compliance with maintenance staff during the departmental meeting on 8-8-2013. In addition, the Director of Plant Operations has adopted the Contractor Guidelines Booklet from the Joint Commission Library used by the UT Southwestern Medical Center, to educate future Contractors requiring them to sign off on their confirmation and understanding of contractor requirements including above ceiling work practices.

A pharmacist reviews the appropriateness of all HAP Standard MM.05.01.01 medication orders for medications to be dispensed in the hospital.

Findings: EP 11 Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During tracer activity and review of the medical record on the mother/baby unit, Morphine, Dilaudid, Stadol, Percocet and Motrin had been order as needed for pain without delineation of which medication to use when. The organization is in the process of revising the order sets to identify mild, moderate or severe pain with criteria for all categories. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. During tracer activity and review of the medical record, Hydrocodone and Tylenol had both been ordered as needed for pain without differentiation as to which medication to give first. The organization is in the process of revising the order sets to identify mild, moderate or severe pain with criteria for all categories. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. The PACU orders found in the medical record of a surgical patient included two different prn intravenous medications for pain with no indication as to which medication should be given first or as to whether both could be given simultaneously. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site. For a second patient undergoing a surgical procedure, the PACU orders included two different prn intravenous pain medications with no indication as to which medication was to be given first or as to whether both medications could be given together.

#### Elements of Performance:

11. After the medication order has been reviewed, all concerns, issues, or questions are clarified with the individual prescriber before dispensing.

#### Scoring Category: C

#### Corrective Action Taken:

#### WHO:

The Director of Pharmacy is ultimately responsible for the corrective action and for overall and ongoing compliance.

#### WHAT:

Maury Regional Medical Center (MRMC) pharmacy will not process orders that have multiple prn medications for the same indication without guidance of when to select one agent over another. MRMC pre-printed order sets have been reviewed and revised to correct any order sets that needed clarification for multiple medications for the same indication. These changes have been approved through Forms Committee. In addition, CPOE order sets have been reviewed and corrected to prevent this error. Pharmacy will be monitoring medication orders and multiple prn medications ordered on the same patient for the same indication will have to be clarified. Pharmacy will also ensure that all prn orders indications are noted in the electronic MAR. The education of nurses, pharmacists, and physicians were completed via newsletter, email, and staff meetings.

#### WHEN:

Pharmacy process to refuse orders with incomplete guidance for multiple prn medications completed

8/14/2013. Corrected pre-printed forms were corrected by 8/12/2013. CPOE order sets were corrected by 8/15/2013. Education of nurses, pharmacists, and physicians was completed by 8/9/2013.

#### HOW:

Clinical staff pharmacists will perform daily review of orders to assess ongoing compliance. This action is incorporated into the written procedure for daily review of orders.

Evaluation • Sample size: Based on an ADC of 170, 70 records will be selected using random

Method: selection. • Frequency of the audit: monthly • Monitor for four consecutive months •

Denominator: Total number of charts reviewed for compliance with MM.05.01.01 EP

11 • Numerator: Total number of charts reviewed with compliance with MM.05.01.01

(specifically, clear guidance for selection of prn medications when multiple

medications are ordered for the same indication). • The Department of Pharmacy will

conduct the audit and report to the Quality Department for reporting through the Patient

Safety Committee. Audit results will be reported monthly.

Measure of Success Goal 90 (%):

The hospital provides care to the patient after operative HAP Standard PC.03.01.07 or other high-risk procedures and/or the administration of moderate or deep sedation or anesthesia.

Findings: EP 7 §482.52(b)(3) - (A-1005) - [The policies must ensure that the following are provided for each patient:] (3) A postanesthesia evaluation completed and documented by an individual qualified to administer anesthesia, as specified in paragraph (a) of this section, no later than 48 hours after surgery or a procedure requiring anesthesia services. The postanesthesia evaluation for anesthesia recovery must be completed in accordance with State law and with hospital policies and procedures that have been approved by the medical staff and that reflect current standards of anesthesia care. This Standard is NOT MET as evidenced by: Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. During tracer activity and review of the medical record, a patient had a trach performed on 6/21/13 but the post anesthesia assessment was not completed until 6/25/13. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. A postanesthesia evaluation was not found in the medical record of a patient who underwent a surgical procedure under general anesthesia. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. For a second patient undergoing a surgical procedure with general anesthesia, no postanesthesia evaluation could be found in the medical record. Observed in Individual Tracer at Maury Regional Hospital (1224 Trotwood Avenue, Columbia, TN) site for the Hospital deemed service. During tracer activity and review of the medical record, a patient had received general anesthesia, however the post anesthesia assessment could not be located.

#### **Elements of Performance:**

7. For hospitals that use Joint Commission accreditation for deemed status purposes: A postanesthesia evaluation is completed and documented by an individual qualified to administer anesthesia no later

than 48 hours after surgery or a procedure requiring anesthesia services.

#### Scoring Category: A

#### **Corrective Action Taken:**

#### WHO:

The Chief CRNA is ultimately responsible for the action plan and the corrections and for ongoing compliance.

#### WHAT:

The process was reviewed and noted that no audit was completed to track post anesthesia notes that were not completed. The anesthesia staff met and brainstormed the process and recognized the barriers to compliance. The process was changed and an audit was started to insure compliance.

#### WHEN:

A called staff meeting on July 1, 2013, and the monthly staff meeting on July 8, 2013 were used for brainstorming and planning of process changes. Immediately on July 8, 2013, the process changed with post anesthesia notes to be completed in PACU. The audit was started that day.

#### HOW:

The audit will continue and the schedule will be checked daily for post anesthesia notes. The CRNA will check audit weekly to address barriers.

OME Standard NPSG.15.02.01 Identify risks associated with home oxygen therapy such as home fires.

Findings: EP 1 Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during review of record, HV#4, the agency did not conduct a home oxygen safety risk assessment that addressed whether there were smoking materials in the home, whether there were other fire safety risks in the home, such as the potential for open flames and whether or not the home had functioning smoke detectors. Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during review of record, IIV#3, the agency did not conduct a home oxygen safety risk assessment that addressed whether there were smoking materials in the home, whether there were other fire safety risks in the home, such as the potential for open flames, and whether or not the home had functioning smoke detectors.

#### **Elements of Performance:**

1. Conduct a home oxygen safety risk assessment that addresses at least the following: - Whether there are smoking materials in the home - Whether there are other fire safety risks in the home, such as the potential for open flames - Whether or not the home has functioning smoke detectors Note: Further information about risks associated with home oxygen therapy and risk reduction strategies can be found in Sentinel Event Alert 17.

Scoring Category: C

Corrective Action Taken:

#### WHO:

MRMC Home Services Administrator, is responsible for the corrective action and ongoing compliance of this standard.

#### WHAT:

The surveyor identified that we were not specific in our documentation of home oxygen safety risk assessment. We had check boxes indicating that we had established a fire response plan and taught home oxygen therapy safety precautions but we did not specifically document that we assessed for storage of equipment, fire extinguishers or smoke detectors. We included in our note section any findings and education for the patient. This information was reviewed with the patient from our admission book. We immediately added a prompt to our visit note and instructed the staff. See below: OXYGEN HOME RISK ASSESSMENT...NA IS OXYGEN EQUIPMENT STORED PROPERLY?

YES \_\_NO INSTRUCTIONS GIVEN... FIRE EVACUATION PLAN IN PLACE? \_\_YES \_\_NO INSTRUCTIONS GIVEN... FIRE EVACUATION PLAN IN PLACE? \_\_YES \_\_NO INSTRUCTIONS GIVEN... FIRE EVACUATION PLAN IN PLACE? \_\_YES \_\_NO INSTRUCTIONS GIVEN... FIRE EXTINGUISHER (ORTAIN HAVE CURRENT)

YES NO INSTRUCTIONS GIVE	EN FIRE EVACUATION PLAN IN PLACE? YES
NO INSTRUCTIONS GIVEN	FIRE EXTINGUISHER (OBTAIN, HAVE CURRENT
INSPECTED, REPLACE)SMOKE	E DETECTORS (OBTAIN, CHECK BATTERIES,
REPLACE) SMOKING IN HOME?	YESNO WHO SMOKING EDUCATION

#### WHEN:

Before the surveyor had left our agency we had added the prompt and informed the staff. We have further reviewed the finding and instructed the staff in a team meeting on 8-8-13. NPSG's are reviewed at least annually. They were reviewed with staff on 2-5-13 and 2-12-13.

#### HOW:

The OASIS auditor will identify patients on oxygen from the OASIS assessment then will review record for appropriate documentation of the assessment.

Evaluation 1, 100% of the records of patient's identified as on oxygen will be reviewed for Method: appropriate documentation of home oxygen therapy risk assessment. 2. Will be monitored as OASIS are reviewed (within 5 days of completion) for a period of 4 months. 3. The denominator equals the total number of records reviewed. 4. The numerator equals the number of records in which the assessment was documented. 5. The data will be reported weekly to the PI Coordinator who will report at weekly Manager's Meetings.

Measure of Success Goal 90 (%):

OME Standard RC.02.01.01 The patient record contains information that reflects the patient's care, treatment, or services.

#### Findings:

EP 2 Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during home visit and record review, HV#1 the medication profile was not complete and updated: the documentation of the medication Timolol Maleate did not specify OU, OD or OS; the dosage of the medication Vancomycin was changed on 6/10/13 and this was not documented in the medication profile; the patient was receiving saline flushes to PICC line and this was not documented on the medication profile or on the plan of care. Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during review of record HV#2, the medication profile was not complete. The medications, Sinemet, Carbidopa-Levodopa, and Oxybutynin Chloride were documented to take "as needed" with no specific indication or

symptom documented. Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during home visit, HV#4, the medication profile was not accurate on the plan of care. The patient stated she was using eye drops for her glaucoma and this medication was not documented on the plan of care (485) or medication profile. This was confirmed with the administrator. Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during review of record, HV#3, the medications documented on the hospital discharge paper did not match the medications listed on the home health medication profile. Klor-Con was documented on the home health medication profile but was not listed on the hospital discharge form. The medication Vitamin D was listed on the home health medication profile but was documented as discontinued on the hospital discharge form. Observed in Record Review at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during review of record, RR#6, the medication profile was not complete. The patient was receiving saline flushes to PICC line and this was not documented on the medication profile. Observed in Individual Tracer at Maury Regional Home Services (830 Hatcher Lane, Columbia, TN) site. Observed during review of record, HV#5, the agency did not update the patient's medication profile The agency received an order for Daptomycin on 6/11/13 and the medication was not documented on the medication profile.

#### Elements of Performance:

2. The patient record contains the following clinical information: - Any medications administered, including dose - Any activity restrictions - Any changes in the patient's condition - Any summaries of the patient's care, treatment, or services furnished to the patient's physician or licensed independent practitioner(s) - The patient's medical history - Any allergies or sensitivities - Any adverse drug reactions - The patient's functional status - Any diet information or any dietary restrictions -Diagnostic and therapeutic tests, procedures, and treatments, and their results - Any specific notes on care, treatment, or services - The patient's response to care, treatment, or services - Any assessments relevant to care, treatment, or services - Physician orders - Any information required by organization policy, in accordance with law and regulation - A list of medications, including dose, frequency, and route of administration for prescription and nonprescription medications, herbal products, and home remedies that relate to the patient's care, treatment, or services - The plan of care - For DMEPOS suppliers serving Medicare beneficiaries: The DMEPOS prescription, any certificates of medical necessity (CMN), and pertinent documentation from the beneficiary's prescribing physician. (See also PC.01.02.01, EP 1; PC.01.03.01, EPs 1 and 23) Note 1: For organizations that provide personal care and support services: The plan of care may be a part of the service agreement or service contract, a list of duties to be carried out by the personal care or support service staff, or another separate document. Note 2: For organizations that provide personal care and support services: The patient record contains the documentation on the list noted above that applies to the care, treatment, or services provided by the personal care and support staff.

#### Scoring Category: C

#### **Corrective Action Taken:**

#### WHO:

MRMC Home Services Administrator is responsible for the corrective action and ongoing compliance of this standard.

#### WHAT:

Surveyor findings were reviewed with the staff then the Medication Guideline policy was reviewed.

#### WHEN:

Education of the staff was provided at team meetings and was completed by 8-8-2013.

#### HOW:

Managers will conduct home visits with staff and observe medication reconciliation then review medication profile to confirm.

Evaluation 1. Based on Admission to Home Care 30 visits will be made by managers with field Method: staff. 2. Each manager will make 6 visits. All nurses and therapist will have at least one visit with a manager. A log will be kept of the visits made to avoid duplication or failure to make visit with all staff. 3. The denominator equals the total number of visits made viewed. 4. The numerator equals the number of visits when the medications were properly reconciled and documented. . 5. The data will be reported monthly to the PI Coordinator who will report at monthly at Manager's Meetings.

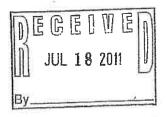
Measure of Success Goal 90 (%):

# ATTACHMENT C.ORDERLY DEVELOPMENT OF HEALTH CARE.7.(c).2 COPY OF LAST INSPECTION



## STATE OF TENNESSEE DEPARTMENT OF HEALTH

WEST TENNESSEE HEALTH CARE FACILITIES 2975 C HIGWAY 45 BYPASS JACKSON, TENNESSEE 38305 (731)984-9684



July 12, 2011

Administrator Maury Regional Hospital 1224 Trotwood Avenue Columbia, TN 38401

Dear Administrator:

On July 7, 2011, a surveyor from our office completed a revisit to verify that your facility had achieved and maintained compliance. Based on our revisit, we found that your facility had demonstrated compliance with deficiencies cited on the licensure survey completed on April 27, 2011.

If this office may be of any assistance to you, please call 731-984-9710.

Sincerely.

P. Diane Carter, RN, LNCC

Public Health Nurse Consultant 2

PDC/tiw



May 11, 2011

P. Diane Carter, RN, LNCC State of Tennessee Department of Health West Tennessee Health Care Facilities 2975 C Highway 45 Bypass Jackson, Tennessee 38305-3608

Dear Ms. Carter:

Please find enclosed the Plan of Correction in response to the survey completed at our facility on April 27, 2011.

If you have any questions, please do not hesitate to contact me at 931-381-1111 extension 2264.

Sincerely,

Beth Fleming

Director of Risk Management

enclosure

Division of Health Care Facilities (X3) DATE SURVEY STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING B. WING 04/27/2011 TNP53174 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1224 TROTWOOD AVE MAURY REGIONAL HOSPITAL COLUMBIA, TN 38401 (X5) COMPLETE PROVIDER'S PLAN OF CORRECTION SUMMARY STATEMENT OF DEFICIENCIES ID PREFIX (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE (X4) ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX DATE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG DEFICIENCY) H 401 H 401 1200-8-1-.04 (1) Administration H 401 Correct the deficiency: (1) The hospital must have an effective Routine outpatient dialysis services were immediately stopped at time of surveyor governing body legally responsible for the conduct of the hospital. If a hospital does not communication of findings. Care for the have an organized governing body, the persons patient cited was transitioned to outpatient legally responsible for the conduct of the hospital dialysis clinic on April 29, 2011. must carry out the functions specified in this How to prevent recurrence: All medical staff will be educated that chapter. the facility licensure is for acute This Rule is not met as evidenced by: dialysis services. This education will Based on document review, medical record be delivered via the Medical Briefs review and interview, the Governing Body failed (physician newsletter published twice to assume responsibility for 1 of 1 contracted a month to be included in this week's dialysis services provided in the hospital. 13, 2011). publication, May Responsibility of Chief Medical The findings included: Officer. b. Admitting staff will be educated Medical record review for Pt #25 documented the regarding facility licensure for acute pt dialyzed in the hospital's acute hemodialysis dialysis (Target completion May 17, unit every Monday, Wednesday and Friday. Responsibility of Patient 2011). Access Manager. During an interview on 4/25/11 at 1:45 PM, c. All nursing staff will be educated that Dialysis Nurse #1 verified the pt dialyzed in the the facility licensure is for acute hospital's acute dialysis unit every Monday, dialysis services via Practice Points Wednesday and Friday. The Nurse stated the (nursing newsletter published monthly, patient came to the acute unit for outpatient education will be included in the May dialysis. The Nurse stated the acute dialysis unit publication. To be published by May was a contracted service of an outpatient dialysis 30, 2011). Responsibility of Service facility. Line Administrator and the Director of Nursing Practice. During an interview on 4/25/11 at 200 PM, the d. Patients in observation status will be hospital's Quality Improvement Analysist verified provided dialysis based on their the hospital contracted with an outpatient dialysis medical assessment. Complete clinic to provide acute dialysis services to the 4/29/11. hospital's patients. Responsibility of Chief Medical Officer. During an interview on 4/26/11 at 8:15 AM, the Date deficiency corrected: 4/29/11 contracted dialysis clinic's Director verified the patient dialyzed in the hospital's acute dialysis unit every Monday, Wednesday and Friday. The Continued.... Division of Health/Care Facilities

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE Chief Executive Officer

(X6) DATE 5/11/11

Division of Health Care Facilities (X3) DATE SURVEY STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING B. WING 04/27/2011 TNP53174 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1224 TROTWOOD AVE MAURY REGIONAL HOSPITAL COLUMBIA, TN 38401 (X5) COMPLETE PROVIDER'S PLAN OF CORRECTION SUMMARY STATEMENT OF DEFICIENCIES (X4) ID (EACH CORRECTIVE ACTION SHOULD BE PREFIX (EACH DEFICIENCY MUST BE PRECEDED BY FULL PRÉFIX DATE CROSS-REFERENCED TO THE APPROPRIATE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG DEFICIENCY) H 401 H 401 Continued From page 1 ....H401 continued Monitoring of compliance: Director stated the patient had been dialyzed in Coding to notify VP of Quality Services the hospital's acute dialysis unit since May of and Service Line Administrative Director 2009. immediately of use of Outpatient Dialysis code to monitor for patterns. Start date Review of the contract with the hospital and the May 11, 2011. Responsibility of Director contracted outpatient dialysis facility documented of Coding. the outpatient dialysis facility was contracted to provide, "...acute dialysis...for patients of hospital..." There was no documentation the patient had been hospitalized in order to receive acute dialysis services. H 630 H 630 H 630 1200-8-1-.06 (3)(a) Basic Hospital Functions Correct the deficiency: (for container not labeled) (3) Infection Control. All unit staff will be educated regarding the labeling of all patient food items with (a) The hospital must provide a sanitary appropriate patient identification, date, and environment to avoid sources and transmission time. The education will be delivered of infections and communicable diseases. There during unit staff meetings on May 11, 2011 must be an active performance improvement and via email to all unit staff members. program for the prevention, control, and Responsibility of Nurse Manager - Motherinvestigation of infections and communicable Baby Unit. diseases. How to prevent recurrence: The Charge Nurses will check for appropriate labeling on food items This Rule is not met as evidenced by: stored in the refrigerator with their Based on observations and interview, it was rounding. daily Charge Nurse determined the facility failed to provide a sanitary Completed May 11, 2011. environment to avoid sources and transmission Responsibility of Nurse Managerof infections and communicable diseases for 1 of Mother-Baby Unit. 6 (Floor #4) floors toured during the survey. Signage developed and placed on the refrigerator in the pantry reminding The findings included: staff and patients that the appropriate patient identification, date, and time is 1. Observations during the initial tour of the 4th required on all patient food items floor Mother/Baby Unit on 4/25/11 beginning at 1:00 PM revealed the following: Continued....

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Division of Health Care Facilities (X3) DATE SURVEY (X2) MULTIPLE CONSTRUCTION STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING B. WING 04/27/2011 TNP53174 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1224 TROTWOOD AVE MAURY REGIONAL HOSPITAL COLUMBIA, TN 38401 PROVIDER'S PLAN OF CORRECTION (X5) COMPLETE SUMMARY STATEMENT OF DEFICIENCIES ID (X4) ID (EACH CORRECTIVE ACTION SHOULD BE (EACH DEFICIENCY MUST BE PRECEDED BY FULL **PREFIX** PRÉFIX CROSS-REFERENCED TO THE APPROPRIATE DATE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG DEFICIENCY) H 630 H 630 Continued From page 2 ....H630 continued placed in the refrigerator. Completed In the refrigerator in the patient nourishment room May 11, 2011. there was a clear plastic container with 4 slices of Responsibility of Nurse Manager pizza inside. The container was not labeled. Mother-Baby Unit. 5/11/11 Date deficiency corrected: In the soiled utility room there was a food service Monitoring of compliance: cart with clean and dirty trays inside the cart. Charge Nurses will monitor for compliance and further actions needed based on results 2. During an interview in the hallway of the 4th of daily rounding checklist review. Start floor near the soiled utility room on 4/25/11 at date May 11, 2011. Responsibility of 1:20 PM the Nurse Manager verified the above Nurse Manager - Mother-Baby Unit. findings. Correct the deficiency: (for food service cart with clean and dirty trays in the H1201 H1201 1200-8-1-.12 (1)(a) Patient Rights soiled utility room) It is a normal process for an extra food (1) Each patient has at least the following rights: service cart for dirty or unused trays to be kept in the Soiled Utility Room for return (a) To privacy in treatment and personal care; to Food & Nutrition. Signage will be posted on the cart stating that the cart is for unused or dirty trays. This will be This Rule is not met as evidenced by: May 11, completed bу Based on facility policy review, observation and Responsibility of Nurse Manager - Motherinterview, it was determined the facility failed to Baby Unit. ensure patient privacy by monitoring patients in How to prevent recurrence: their rooms with continuous video camera Charge Nurses monitor for appropriate surveillance for 2 of 4 (Room #29 and #30) storage in the soiled utility room during patient rooms in the Emergency Department (ED) daily rounds. Completed May 11, 2011. identified as having cameras present. Responsibility of Nurse Manager - Mother-Baby Unit. The findings included: 5/11/11 Date deficiency corrected: Monitoring of compliance: 1. Review of the facility policy, Suicide Risk Charge Nurses will monitor for compliance Assessment/Suicide Precautions in Emergency and further actions needed based on results Department documented, "...When suicide of daily rounding checklist review. Start precautions are implemented...The patient will be date May 11, 2011. Responsibility of placed in ED 29 or ED 30...The person deemed Nurse Manager - Mother-Baby Unit. responsible to observe patient will be continually station at C station in direct vision of the H 1201 monitor..." Correct the deficiency: Continued.... 2. Observations in the hallway near the nurses

Division of Health Care Facilities (X3) DATE SURVEY STATEMENT OF DEFICIENCIES (X2) MULTIPLE CONSTRUCTION (X1) PROVIDER/SUPPLIER/CLIA COMPLETED AND PLAN OF CORRECTION IDENTIFICATION NUMBER: A. BUILDING B. WING 04/27/2011 TNP53174 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1224 TROTWOOD AVE MAURY REGIONAL HOSPITAL COLUMBIA, TN 38401 PROVIDER'S PLAN OF CORRECTION (X5) COMPLETE SUMMARY STATEMENT OF DEFICIENCIES (X4) ID PREFIX (EACH CORRECTIVE ACTION SHOULD BE (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX DATE CROSS-REFERENCED TO THE APPROPRIATE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG **DEFICIENCY**) H1201 H1201 | Continued From page 3 ....Continued The video monitor will be installed below station revealed the following on the surveillance the surface of the desk top, under a piece of monitor: glass. This will prevent patients, visitors, On 4/25/11 at 9:35 AM the patient in Room #29 and other staff members from observing [Patient #34] with his head covered. On 4/25/11 at 9:40 AM the patient in room #30 patients on the monitor from the hallway and nurses' station. This installation will be [Random patient #1] in bed with his family at the complete by June 1, 2011. Responsibility bedside. of the Administrative Director of On 4/25/11 at 11:18 AM the patient in Room #29 Emergency Services and ED Nurse sitting on the floor wearing only a gown and pulling the gown over his head exposing his body Manager. How to prevent recurrence: from his chest down to the floor. Administrative Director of Emergency Services will ensure that any future 3. During an interview at the nurses station in the ED on 4/26/11 at 11:18 AM, the Quality installations of patient monitoring Improvement Analysist verified the monitors were equipment is completed with patient visible to visitors in the hallway and at the nurses privacy concerns addressed. Date deficiency corrected: 6/1/11 station. Monitoring of compliance: Charge Nurses will monitor for patient privacy concerns during rounds conducted each shift. Any issues will be reported to the Nurse Manager on an ongoing basis. Start date May 11, 2011. Responsibility of ED Nurse Manager.

Division of Health Care Facilities





# STATE OF TENNESSEE DEPARTMENT OF HEALTH WEST TENNESSEE HEALTH CARE FACILITIES 2975 C HIGHWAY 45 BYPASS JACKSON, TENNESSEE 38305-3608 731-984-9684

May 2, 2011

Mr. Robert Otwell, Administrator Maury Regional Hospital 1224 Trotwood Avenue Columbia, TN 38401

**RE: Licensure Survey** 

Dear Mr. Otwell:

Enclosed is the statement of deficiencies for the licensure survey completed at your facility on **April 27, 2011**. Based upon 1200-8-1, you are asked to submit an acceptable plan of correction for achieving compliance with completion dates and signature within **ten (10) days from the date of this letter**.

Please address each deficiency separately with positive and specific statements advising this office of a plan of correction that includes acceptable time schedule, which will lead to the correction of the cited deficiencies. Enter on the right side of the State Form, opposite the deficiencies, your planned action to correct the deficiencies and the expected completion date. The completion date can be **no longer than 45 days from the day of survey**. Before the plan can be considered "acceptable," it must be signed and dated by the administrator.

Your plan of correction must contain the following:

- · How the deficiency will be corrected;
- · How the facility will prevent the same deficiency from recurring.
- The date the deficiency will be corrected;
- How ongoing compliance will be monitored.

Please be advised that under the disclosure of survey information provisions, the Statement of Deficiencies will be available to the public. If assistance is needed, please feel free to call me at 731-984-9710.

Sincerely,

P. Diane Carter, RN, LNCC

Public Health Consultant Nurse 2

PDC/TJW

Division of Health Care Facilities

		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  TNP53174		(X2) MULTIPLE CONSTRUCTION  A. BUILDING  B. WING		(X3) DATE SURVEY COMPLETED 04/27/2011		
NAME OF P	ROVIDER OR SUPPLIER	114 00174	STREET ADD	RESS, CITY, ST	ATE, ZIP CODE	04/21	72011	
MALIDY REGIONAL HOSPITAL 1224 TRO		TWOOD AVE A, TN 38401		<u>.</u>				
(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)			ID PREFIX TAG	(EACH CORRECTIVE ACTION S	OVIDER'S PLAN OF CORRECTION (X: CORRECTIVE ACTION SHOULD BE REFERENCED TO THE APPROPRIATE DEFICIENCY)		
H 401	1200-8-104 (1) A	dministration		H 401				
	governing body leg conduct of the hos have an organized legally responsible	nust have an effective gally responsible for t pital. If a hospital do governing body, the for the conduct of the functions specified in	he es not persons e hospital					
	This Rule is not met as evidenced by: Based on document review, medical record review and interview, the Governing Body failed to assume responsibility for 1 of 1 contracted dialysis services provided in the hospital.  The findings included:			8				
	pt dialyzed in the I	view for Pt #25 docur nospital's acute hemo y, Wednesday and Fr	odialysis					
	During an interview on 4/25/11 at 1:45 PM, Dialysis Nurse #1 verified the pt dialyzed in the hospital's acute dialysis unit every Monday, Wednesday and Friday. The Nurse stated the patient came to the acute unit for outpatient dialysis. The Nurse stated the acute dialysis unit was a contracted service of an outpatient dialysis facility.					the second control to the control of		
	hospital's Quality the hospital contr	ew on 4/25/11 at 200 Improvement Analys acted with an outpaticute dialysis services.	ist verified ent dialysis				and the same of	
	contracted dialys patient dialyzed in	ew on 4/26/11 at 8:15 is clinic's Director vei n the hospital's acute ny, Wednesday and F	rified the dialysis					
Division of	Health Care Facilities				TITLE		(VO) PATE	

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

Division of Health Care Facilities

		(X1) PROVIDER/SUPPLIE IDENTIFICATION NUI		(X2) MULTIPLE CONSTRUCTION  A. BUILDING B. WING		(X3) DATE SURVEY COMPLETED	
NAME OF P	ROVIDER OR SUPPLIER	1141 00174	STREET ADD	I RESS, CITY, ST	TATE, ZIP CODE	0-1/2	772011
MAUDY PEGIONAL HOSPITAL			TWOOD AVE A, TN 38401				
(X4) ID PREFIX TAG				ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION ( (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)		
H 401	Continued From properties of the hospital's acute 2009.  Review of the concontracted outpating the outpatient dial provide, "acute of hospital"  There was no doo been hospitalized dialysis services.  1200-8-106 (3)(3)  (3) Infection Concontracted outpatient to an active program for the program	age 1  age 1  age 1  age 1  bract with the hospital ent dialysis facility do ysis facility was control dialysis for patients of the patient of the patien	alyzed in May of I and the ocumented acted to of Int had cute Interpretation of the version of the sea a sanitary is mission is easily insmission in the second of	H 630			
		y Unit on 4/25/11 beg					

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FORM APPROVED Division of Health Care Facilities (X3) DATE SURVEY STATEMENT OF DEFICIENCIES (X1) PROVIDER/SUPPLIER/CLIA (X2) MULTIPLE CONSTRUCTION AND PLAN OF CORRECTION COMPLETED IDENTIFICATION NUMBER: A. BUILDING B. WING TNP53174 04/27/2011 STREET ADDRESS, CITY, STATE, ZIP CODE NAME OF PROVIDER OR SUPPLIER 1224 TROTWOOD AVE MAURY REGIONAL HOSPITAL COLUMBIA, TN 38401 PROVIDER'S PLAN OF CORRECTION SUMMARY STATEMENT OF DEFICIENCIES (X5) COMPLETE (X4) ID (EACH DEFICIENCY MUST BE PRECEDED BY FULL PREFIX (EACH CORRECTIVE ACTION SHOULD BE PRÉFIX CROSS-REFERENCED TO THE APPROPRIATE DATE REGULATORY OR LSC IDENTIFYING INFORMATION) TAG TAG **DEFICIENCY**) H 630 H 630 Continued From page 2 In the refrigerator in the patient nourishment room there was a clear plastic container with 4 slices of pizza inside. The container was not labeled. In the soiled utility room there was a food service cart with clean and dirty trays inside the cart. 2. During an interview in the hallway of the 4th floor near the soiled utility room on 4/25/11 at 1:20 PM the Nurse Manager verified the above findings. H1201 H1201 1200-8-1-.12 (1)(a) Patient Rights (1) Each patient has at least the following rights: (a) To privacy in treatment and personal care; This Rule is not met as evidenced by: Based on facility policy review, observation and interview, it was determined the facility failed to ensure patient privacy by monitoring patients in their rooms with continuous video camera surveillance for 2 of 4 (Room #29 and #30) patient rooms in the Emergency Department (ED) identified as having cameras present. The findings included: 1. Review of the facility policy, Suicide Risk Assessment/Suicide Precautions in Emergency Department documented, "...When suicide precautions are implemented...The patient will be placed in ED 29 or ED 30...The person deemed responsible to observe patient will be continually station at C station in direct vision of the

monitor..."

2. Observations in the hallway near the nurses

Division of Health Care Facilities

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION		(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:		(X2) MULTIPL A. BUILDING B. WING	E CONSTRUCTION	(X3) DATE SURVEY COMPLETED	
NAME OF B	DOLUMED OF SUSPILIES	TNP53174	CTDEET ADD	DECC CITY OF	ATE, ZIP CODE	04/2	7/2011
NAME OF P	ROVIDER OR SUPPLIER		l.	TWOOD AVE			1
MAURY	REGIONAL HOSPITA	L		A, TN 38401			
(X4) ID PREFIX TAG	(EACH DEFICIENC)	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)		ID PREFIX TAG	PROVIDER'S PLAN OF CORR (EACH CORRECTIVE ACTION S CROSS-REFERENCED TO THE AI DEFICIENCY)	HOULD BE	(X5) COMPLETE DATE
H1201	Continued From pa	age 3		H1201			
H1201	station revealed the monitor: On 4/25/11 at 9:35 [Patient #34] with hon 4/25/11 at 9:40 [Random patient #bedside. On 4/25/11 at 11:1 sitting on the floor pulling the gown of from his chest down as During an interest on 4/26/11 at 1 mprovement Ana	e following on the sur AM the patient in Rous is head covered. AM the patient in rou 1] in bed with his fam 8 AM the patient in F wearing only a gown ver his head exposin	oom #29 om #30 nily at the Room #29 and g his body ation in the nitors were		29 29		
			G				

Division of Health Care Facilities

## ATTACHMENT C, PROOF OF PUBLICATION

# ATTACHMENT C, PROOF OF PUBLICATION

The Maury County Board of Education does not discriminate on the basis of race, creed, religion, national origin, age, gender, marital status, disability or any other unlawful area in the operation of its educational programs and in personnel administration.

May 8, 10, 41 3tc

## CERTIFICATE OF NEED

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services. The estimated cost of this project is \$11,624,715.

The contact person for this project is Paul Betz, Chief Operating

Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

> Andrew Jackson Building - 9th Floor 502 Deaderick Street, Suite 850 Nashville, Tennessee 37243

oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

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#### **AGENDA**

Call to Order ..... Wesley Bryant Roll Call .....Secretary

100

Approval of Minutes ..... Commission Member Welcome of Visitors .... Wesley Bryant

1. Review of Bonds and/or Letters of Credit. Acknowledgement of Communications of the Columbia City

Council on annexation and zoning. 3. Request from NVR, Inc. for Final Plat revision approval of seven lots in Grove Parke Subdivision, Section 1 being Tax Map 05198 Group A Parcels 001.00 through 007.00.

4. Request from Huddleston-Steele Engineering, Inc. for Site Plan approval b NHC facility located on Trotwood Avenu being Tax Map 112 Parcels 003.03, 004.0 and 004.01.

5. Request from Oxford Village, LLC f Final Plat revision approval of four lors Oxford Village, being Tax Map 100A Groot D Parcels 013.00 through 016,00.

6. Request from WES Engineers & Surveyo for Final Plat revision approval of five lots In Arden Village, Section 1, being Tax Map 42P Group B Parcels 036.00 through 040.00

7. Request from G. Nelson Crowe II for Preliminary Plat approval of 84 lots in Chickering Meadows, Section 1, Phases 1A-1C, being Tax Map 051 Parcels 001.00 and 001.02.

8. Request from G. Nelson Crowe II for PUD Master Plan approval of 281 lots in Chickering Meadows Subdivision being Ti Map 051 Parcels 001 00 and 001.02, and T Map 42 Parcels 026:07 and 026:11.

9. Request from Development Services for approval of text amendments to the Columb Zoning Ordinance.

10. Other Business

Anyone requesting accommodations due disabilities should contact Connie Etzkin. 931-560-1570 prior to the meeting.

May 1, 10 2

NOTIFICATION OF INTENT TO APPLY FOR A

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Maury Regional Hospital dba Maury Regional Medical Center owned by Maury County with an ownership type of government and managed by Maury Regional Hospital intends to file an application for a Certificate of Need to renovate 28,000 square feet of space on the fifth floor of the West Tower of the hospital. This space will be utilized to consolidate two critical care units presently located on the first and second floors of the hospital. The number of licensed beds will not change as a result of this project. The distribution of licensed beds will change by increasing critical care beds from 24 to 26 and decreasing the licensed surgical beds from 61 to 59. Maury Regional Medical Center is located at 1224 Trotwood Avenue, Columbia, Tennessee 38401. This proposed project will not contain any major medical equipment nor initiate or discontinue any health

The anticipated date of filing the application is May 15, 2015.

Officer, who may be reached at Maury Regional Hospital, 1224 Trotwood Avenue, Columbia, Tennessee 38401, 931.380.4002.

Health Services and Development Agency

Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled. Any other person wishing to

May 10 Itc

#### **AFFIDAVIT**

STATE OFMaury	
COUNTY OF Tennessee	_
Paul Betz, being first duly sv	vorn, says that he/she is the applicant named in this
application or his/her/its lawful agent, t	hat this project will be completed in accordance with
the application, that the applicant has re	ead the directions to this application, the Rules of the
Health Services and Development Age	ency, and T.C.A. § 68-11-1601, et seq., and that the
responses to this application or any	other questions deemed appropriate by the Health
Services and Development Agency are	true and complete.  SIGNATURE
Sworn to and subscribed before me this	day of <u>Month</u> , <u>2015</u> a Notary
Public in and for the County/State of>	nauru, Jennessee.
	Hay Marlin (NOTARY PUBLIC
My commission expires	4 2017 (Year)



# **State of Tennessee Health Services and Development Agency**

Andrew Jackson, 9<sup>th</sup> Floor, 502 Deaderick Street, Nashville, TN 37243 **www.tn.gov/hsda** Phone: 615-741-2364 Fax: 615-741-9884

June 1, 2015

Paul Betz, COO 1224 Trotwood Ave Cloumbia, TN 38401

RE: Certificate of Need Application -- Maury Regional Hospital d/b/a Maury Regional Medical Center - CN1505-017

Maury Regional Hospital seeks approval for a major construction project requiring a capital expenditure greater than \$5 million. Two Critical Care Units currently located on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the hospital will be consolidated in 28,000 SF of renovated space on the 5th floor of the West Tower. The project cost is \$11,624,715.

#### Dear Mr. Betz:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1601, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project will begin on June 1, 2015. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review within the 30-day period immediately following. You will receive a copy of their findings. The Health Services and Development Agency will review your application on August 26, 2015.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

- (2) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (3) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,

Melanie M. Hill Executive Director

Melan Malle

cc: Trent Sansing, TDH/Health Statistics, PPA



# State of Tennessee Health Services and Development Agency

Andrew Jackson, 9<sup>th</sup> Floor, 502 Deaderick Street, Nashville, TN 37243 **www.tn.gov/hsda** Phone: 615-741-2364 Fax: 615-741-9884

#### **MEMORANDUM**

TO:

Trent Sansing, CON Director

Office of Policy, Planning and Assessment

Division of Health Statistics

Andrew Johnson Tower, 2nd Floor 710 James Robertson Parkway Nashville, Tennessee 37243

MMM

FROM:

Melanie M. Hill Executive Director

DATE:

June 1, 2015

RE:

Certificate of Need Application

Maury Regional Hospital d/b/a Maury Regional Medical Center -

CN1505-017

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a 60-day review period to begin on June 1, 2015 and end on August 1, 2015.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc:

Paul Betz, COO



WOV R. 71 F 6413; 49

# LETTER OF INTENT TENNESSEE HEALTH SERVICES AND DEVELOPMENT AGENCY

The Publication of Intent is to b	be published in _	I ne Dally Herald (Name of News)	nanar)	_ which is a news	paper of	
general circulation in	Maury	, Tennessee, on or b		May 10	, 20 <u>15,</u>	
for one day.	(County)			(Month / day)	(Year)	
			.======:			
This is to provide official notice accordance with T.C.A. § 68-1 that: Maury_Regional Hospital d/b. (Name of Applicant)	1-1601 <i>et seq.,</i> a	nd the Rules of the I			ment Agency,	
owned by: Maury County with an ownership type of government and managed by: Maury Regional Hospital intends to file an application for a Certificate of Need [PROJECT DESCRIPTION BEGINS HERE]: to renovate 28,000 square feet of space on the fifth floor of the West Tower of the hospital. This space will be utilized to consolidate two critical care units presently located on the first and second floors of the hospital. The number of licensed beds will not change as a result of this project. The distribution of licensed beds will change by increasing critical care beds from 24 to 26 and decreasing the licensed surgical beds from 61 to 59. Maury Regional Medical Center is located at 1224 Trotwood Avenue, Columbia, Tennessee 38401. This proposed project will not contain any major medical equipment nor initiate or discontinue any health services.						
The estimated cost of this projection. The anticipated date of filing the		50.470	, 201	  5		
				11:		
The contact person for this pro	ject is Paul Contact		Cnlet C	Operating Officer (Title)		
		· ·		,		
who may be reached at:		al Medical Center		1224 Trotwood A		
	(Company N	ame)		(Address	<b>;</b> )	
Columbia	Tennessee	38401		931-380-4002		
(City)	(State)	(Zip Code)	(/	Area Code / Phone Num	iber)	
(Signature)		May 8, 2015 (Date)	pk	oetz@mauryregior (E-mail Addres		
(Signature)		(Date)		(L-mail Addres	55)	
The Letter of Intent must be <u>filed in triplicate</u> and <u>received between the first and the tenth</u> day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:  Health Services and Development Agency  Andrew Jackson Building - 9th Floor  502 Deaderick Street, Suite 850  Nashville, Tennessee 37243						
***************************************						
The published Letter of Intent must care institution wishing to oppose Development Agency no later that Agency meeting at which the a application must file written object	a Certificate of Ne an fifteen (15) day pplication is origir	eed application must fi s before the regularly nally scheduled; and	ïle a written i y scheduled (B) Any oth	notice with the Hea Health Services ar ner person wishing	Ith Services and nd Development to oppose the	

HF0051 (Revised 05/03/04 – all forms prior to this date are obsolete)

the application by the Agency.

# SUPPLEMENTAL - #1 ORIGINAL

Maury Regional Med. Ctr.

CN1505-017

## BUTLER | SNOW



May 22, 2015

#### VIA HAND DELIVERY

Phillip Earhart
HSD Examiner
Tennessee Health Services and
Development Agency
Andrew Jackson Building, 9<sup>th</sup> Floor
502 Deaderick Street
Nashville, TN 37243

RE: Maury Regional Medical Center, CN1505-017

Dear Mr. Earhart:

On behalf of Maury Regional Medical Center, please find enclosed the original and two (2) copies of its response to the request for additional information.

Thank you for your attention to the enclosed, and please advise if additional information is required.

Very truly yours,

**BUTLER SNOW LLP** 

Dan H. Elrod

clw

Enclosures

cc: Paul Betz

Ed Day

The Pinnacle at Symphony Place 150 3rd Avenue South, Suite 1600 Nashville, TN 37201 DAN H. ELROD 615.651.6702 dan.elrod@butlersnow.com T 615.651.6700 F 615.651.6701 www.butlersnow.com

# MAURY REGIONAL MEDICAL CENTER

SUPPLEMENTAL INFORMATION

CERTIFICATE OF NEED APPLICATION CN1505-017 MAY 22, 2015

- 1. Section A, Applicant Profile, Item 2 The applicant did not provide a company name or email address for the contact person available for responses to questions. Please revise and resubmit page 6 of the application. Response: A revised Applicant Profile is presented in Attachment 1.
- 2. Section A, Applicant Profile, Item 13 Please identify all MCOs with which the applicant has contracted or plans to contract. If applicable, please discuss any out-of-network relationships in place with MCOs in the area. Response: The applicant is provider for the following MCOs: Amerigroup, Blue Care, TennCare Select and United Health Community Plan. It does not have any out-of-network agreement with any MCOs.
- 3. Section B, Project Description, Item I Please clarify the future plans of the space that will be vacated on the first and second floors if this application is approved.
  Response: A use for the space vacated by the relocation of the two critical care units has not been determined. The applicant does not plan to renovate the vacated space in the near future.
- 4. Section B, Project Description, Item II.A. On page 7 the application, the first section is out of order that pertains to the establishment or modification of a healthcare institution. Please remove this section and provide a replacement page.

  Response: A replacement page 7 is presented in Attachment 2.

### Please complete the following table:

Critical Care Unit	# of beds	Number of Rooms	Total Square Feet	Average Square Feet per room	AIA Minimum Square Ft. Guideline
Proposed Critical Care Beds	26	26	9,800	377	260
Current Critical Care Beds	24	24	5,505	229	260

It is noted on the bottom of page 7 the applicant quoted the 1st quartile cost per SF of \$107.15 rather than the median cost per SF of \$249.00. Please include the revision on the replacement for page 7.

Response: See Attachment 2.

It is noted there will be 8,000 SF of renovated support area if this project is approved. Please briefly describe the renovated support area.

Response: Design of the support space has not been completed. The support

area will include a minimum of the following:

Clean utility Dirty utility

Equipment room

Pantry

Medicine room Visitor restrooms Employee restrooms

Rounding room Family room Respiratory Therapy

Doctors' dictation

Nurses work stations

Nurse stations

Satellite Pharmacy Satellite Laboratory

Doctors Sleep Room Offices (4 required)

Male lockers Female lockers Janitor's closet Staff Lounge

Alcove for carts & stretchers

The 49 ICU/CCU step down beds are noted. However, please clarify where the 49 step down beds are located now in relation to the ICU/CCU unit and where the step-down beds will be in relation to the 5th floor West Tower if this project is approved.

Response: The two step-down units are currently located in the West Tower with twenty-five of the step-down beds on the first floor and the remaining twenty four on the second floor. The proposed critical care unit will be located on the fifth floor directly above the step-down units. Since these units will remain in the West Tower, no issues with transfers between the critical care and the step-down units are expected. Six elevators are available and will continue to be utilized to transfer patients between the step-down units and critical care. Currently patients on the fifth floor, the proposal location for critical care unit, are often transferred in and out of the step-down units. The two critical care units are located on the first and second floors.

Please clarify how the space of the 5th floor of the West Tower is currently used now. If it is currently accurred where will the now. If it is currently occupied, where will those services relocate to? The fifth floor is currently utilized as a medical/surgical nursing unit. The surgical patients will be relocated to the sixth floor of the West Tower, which is presently utilized primarily by orthopedic patients. patients will be treated on the third floor of the West Tower which is primarily a medical nursing unit. Both of these two units have the capacity for these patients.

5. Section C, Need, Item 4.A - Population projections in the table located in Attachment C.4.A.2 is noted. However, please revise the table and resubmit to reflect CY2015 and PY2019 population projections. Response: See Attachment 3.

6. Section C, Need, Item 5 - Since this proposed project is an inpatient bed project, please complete the following table for the existing service area. Response:

ICU/CCU	Year 2011	Year 2012	Year 2013	Year 1	Year 2
Maury Regional Medical Ctr.					
Beds	24	24	24	26	26
Admissions	1,200	1,865	2,004	1,974	1,974
Average Daily Census (ADC)	15.9	16.5	17.5	17.3	17.3
Average Length of Stay (ALOS)	4.8	3.2	3.2	3.2	3.2
%Occupancy	66.3	68.6	72.7	66.5	66.5
Crockett Hospital	**				
Beds	6	6	6	6	6
Admissions	344	307	508	407	407
Average Daily Census (ADC)	3.3	1.7	2.6	2.1	2.1
Average Length of Stay (ALOS)	3.5	2.0	1.9	1.9	1.9
%Occupancy	55.6	28.3	44.1	35.3	35.3
Hillside Hospital			77		
Beds	6	6	6	6	6
Admissions	299	298	336	317	317
Average Daily Census (ADC)	2.1	2.3	2.6	2.4	2.4
Average Length of Stay (ALOS)	2.5	2.8	2.8	2.8	2.8
%Occupancy	34.2	38.3	42.7	40.5	40.5

SUPPLEMENTAL- 1

The applicant is not aware of the plans for critical care beds or internal factors within Crockett Hospital or Hillside Hospital which would impact the utilization of their critical care units. Therefore, future utilization of these hospitals' critical beds can not be accurately projected. The following assumptions were utilized to project critical care utilization for these hospitals in year one and two: (1) the number of critical care beds will not change, (2) admission and the average length of stay will be the average of 2012 and 2013.

7. Section C, Need, Item 6 - Please complete the following table for the latest three year Joint Annual Reporting period for Maury Regional Hospital as a whole.

	2011			2012			2013		
Hospital	Beds	Days	Occ'y	Beds	Days	Occ'y	Beds	Days	Occ'y
Maury Regional Medical Center	255	56,141	60.3%	255	45,838	49.2%	255	47,493	51.0%

Please complete the following table for latest three year Joint Annual Reporting period for Maury Regional Hospital.

	2011	2012	2013
Step-Down Beds			
Beds	49	49	49
Admissions	2,904	3,309	2,294
Average Daily Census (ADC)	29	26	19
Average Length of Stay (ALOS)	3.70	2.85	3.07
%Occupancy	60%	53%	39%
ICU/CCU (includes 49 step			
down)			
Beds	73	73	73
Admissions	4,104	5,174	4,298
Average Daily Census (ADC)	45	42	37
Average Length of Stay (ALOS)	4.04	2.98	3.11
%Occupancy	62%	58%	51%

The table on page 17 is noted. However, please indicate the reason critical care patient days at Maury Regional Hospital decreased from 6,372 in 2013 to 5,831 in 2014.

Response: A 57 percent decrease in the volume of open heart surgery is the primary reason for the decrease in utilization critical care utilization. The critical care census appears to have stabilized and is not expected to decline further.

The applicant numbered the question on page 17 #5, rather than #6. Please revise and submit a replacement page. Response: The revised replacement page is presented in Attachment 4.

8. Section C. (Economic Feasibility) Item 1 (Project Cost Chart) - The project proposal sheet located in Attachment C. Economic Feasibility 1.2 is noted. However, please provide the documentation as part of a signed letter from a contractor and/or architect that support the estimated construction costs. Response: A construction cost letter signed by the project architect is presented

in Attachment 5.

9. Section C. (Economic Feasibility) Item 2. (Funding) - The funding letter from Stephens Inc. is noted. However, please provide documentation from Maury County's Mayor of his/her intention to fully fund the proposed project totaling \$11,624,715 with a bond issue. Response: See Attachment 6.

In addition, the letter dated April 30, 2015 from Stephens Inc. noted the sale of the bonds was scheduled for May 12, 2015. Please provide a status of the sale. Response: Robert W. Baird & Company the won the bid to market the bonds, and will start marketing the bonds on June 1, 2015.

10. Section C. (Economic Feasibility) Item 4 (Projected Data Chart) - The table titled "Projected Data Chart-Other Expenses" is noted. However, it appears the Year 2 total is \$619,592 rather than \$619,892. If needed, please revise the table and Projected Data chart. The Other Expenses Chart contained a typographical error in the Response: Year 2 column. The total other expenses in the Projected Data Chart are correct. Therefore, the Projected Data Chart does not need to be revised. A revised Other Expense Chart is present in Attachment 7.

Please provide a Projected Data Chart for Maury Regional Hospital as a whole that corresponds with the proposed project.

Response: See Attachment 8.

11. Section C. (Economic Feasibility) Item 11.B - Please clarify and discuss the following statement "a sharing arrangement is applicable for the treatment of critical care patients".

Response: The word not was omitted from this statement in the application. It should have said "a sharing arrangement is not applicable for the treatment of critical care patients." This project is for inpatient critical care beds. Inpatient critical care beds can not be shared between hospitals. A revised page containing this statement is presented in Attachment 9.

12. Section C. (Contribution to the Orderly Development) Item 2. - Your response is noted. Discuss how the proposed project will improve staff efficiency.

This project will improve staff efficiency by the elimination of Response: inefficiencies and the consolidation of two units. These inefficiencies are caused primarily by the lack of space. The current rooms are over 30 years old and are not large for the equipment currently required in today's critical care environment. The average room size is approximately 12 percent smaller than the AIA minimum size guidelines. Some of the problems with these are difficulty in maintaining clear pathways, no space for patient lifts, not enough The average space per room will be increased by space for isolation. approximately 65 percent and will contain space for lifts, booms, state of the art monitoring equipment, and standard critical care beds.

The current critical care units do not have adequate space for the storage of supplies and equipment. The proposed unit will have designated spaces for equipment and centralized supply area reducing the walking distance to obtain these items. Support space will be increased by approximately 55 percent.

The two critical care units are presently located different floors which does not promote team unity. The consolidation of the two critical care units will enable the critical care to function more as a team.

# ATTACHMENT 1 REVISED PAGE 1

1.	Name of Facility, Agen	cy, or Institution			
	Maury Regional Hospital d/b/a	Maury Regional Medi	cal Center		
	Name				
	1224 Trotwood Avenue			Maury	
	Street or Route		C	ounty	
	Columbia	Tennessee State	7	38401	
2.	City  Contact Person Availal			np Code	
4.	Contact I Cison Avana	ore for responses to	Questions		
				0.00	
	Paul Betz Name	Chi	ief Operations O	fficer	
		_		donal asm	
	Maury Regional Medical Center Company Name		betz@mauryreg Email address	gional.com	
	1224 Trotwood Avenue	Columbia	Tennessee	38401	
	Street or Route	City	State	Zip Code	
	Employee	931-380-4002	93	31-540-4160	
	Association with Owner	Phone Number	F	Fax Number	
3.	Owner of the Facility,	Agency or Institution	1		
	Maury County			931-380-4001	
	Name		Pl	hone Number	
	1224 Trotwood Avenue		Maury	<b>Y</b>	
	Street or Route		County		
	Columbia	Tennessee		38401	
	City Response: Attachment A.3 is a co	State	aury Regional Me	Zip Code edical Center	
4.	Type of Ownership or				
4.	Type of Ownership of	Control Cheek One	Z		
	Sole Proprietorship			(State of TN or	X
	Partnership		Political Subo	•	
	Limited Partnership Corporation (For Prof	it) Profit)		e oility Company	-
	Corporation (Not-for-	, <del></del>	Other (Speci		-
	Response: Attachment 4.4 is a c	orporative organization	chart for Maury I	Regional Hospital.	

PUT ALL ATTACHMENTS AT THE BACK OF THE APPLICATION IN ORDER AND REFERENCE THE APPLICABLE ITEM NUMBER ON ALL ATTACHMENTS

# ATTACHMENT 2 REVISED PAGE 7

- I. Provide a detailed narrative of the project by addressing the following items as they relate to the proposal.
  - Describe the construction, modification and/or renovation of the facility A. (exclusive of major medical equipment covered by T.C.A. § 68-11-1601 et seg.) including square footage, major operational areas, room configuration, etc. Applications with construction, modification and/or renovation costs should complete the Square Footage and Cost per Square Footage Chart. Utilizing the attached Chart, applicants with hospital projects should complete Parts A.-E. by identifying as applicable nursing units, ancillary areas, and support areas affected by this project. Provide the location of the unit/service within the existing facility along with current square footage, where, if any, the unit/service will relocate temporarily during construction and renovation, and then the location of the unit/service with proposed square footage. The total cost per square foot should provide a breakout between new construction and renovation cost per square foot. Other facility projects need only complete Parts B.-E. Please also discuss and justify the cost per square foot for this project.

Response: The application proposes to renovate 28,000 square feet of space located on the fifth floor of the West Tower. The Square Footage and Cost per Square Footage Chart has been completed. No major medical equipment is requested.

The estimated renovation cost is \$244.64 per square foot. The median and third quartile renovation cost per square foot for hospital Certificate of Need applications approved from 2011 through 2013 was \$179.00 and \$249.00 per square foot. The construction cost for this project is higher than the median because:

# ATTACHMENT 3 REVISED ATTACHMENT C.4.A.2

# Attachment C.4.A.2

			-					-		-			-84-
State of TN Total	6,649,438	6,894,997	+3.7	5,400,137	5,625,869	+4.2	81.4	38	\$44,298	1,324,208	19.9	1,170,301	17.6
Service Area Total	247,022	249,299	+0.9	201,281	204,896	+1.8	81.9	40	\$40,409	51,454	20.8	42,937	17.4
Репу	8,025	8,103	+1.0	6,625	6,724	+1.5	82.5	43	\$32,845	1,939	24.1	1,693	21.1
Hickman	24,465	24,784	+1.3	20,462	20,892	+2.1	84.1	40	\$39,581	5,843	23.9	4,257	17.4
Wayne	16,815	16,691	-0.7	14,340	14,278	-0.4	85.5	41	\$33,198	3,121	18.6	3,397	20.2
Lewis	12,112	12,259	+1.2	9,933	10,106	+1.7	82.2	41	\$34,397	2,757	22.8	2,410	19.9
Giles	29,293	29,282	0.0	24,167	24,127	-0.2	82.5	42	\$38,495	5,711	19.5	5,712	19.5
Marshall	31,413	32,322	+2.9	25,446	26,494	+4.1	81.6	39	\$42,291	6,032	19.2	5,089	16.2
Lawrence	42,373	42,373	0.0	33,960	34,544	+1.7	6.08	40	\$37,368	9,629	22.7	7,670	18.1
Maury	82,526	83,485	+1.2	66,348	67,731	+1.5	80.8	38	\$45,336	16,422	19.9	12,709	15.4
Demographic Variable/ Geographic Area	Total Population – Current Year 2015	Total Population – Projected Year 2019	Total Population - % change	*Target Population – Current Year	*Target Population – Projected Year	Target Population - % Change	Target Population – Projected Year as % of Total	Median Age	Median Household Income	TennCare Enrollees	TennCare Enrollees as % of Total	Persons Below Poverty Level	Persons Below Poverty Level as % of Total

\*Target Population is population that project will primarily serve. For example, nursing home, home health agency, hospice agency projects typically primarily serve the Age 65+Carget Population; projects for the discontinuance of OB services would mainly affect Females Age 15-44; projects for child and adolescent psychiatric services will serve the Population Ages 0-19. For projects not having a specific target population use the Age 65+ population for the target population variable.

# ATTACHMENT 4 REVISED PAGE 17

Critical Care Utilization (Patient Days) 2011 - 2013

II a a nita 1		% Change		
Hospital	2011	2012	2013	2011 - 2013
Maury Regional Medical Center	5,807	6,012	6,372	+9.7
Crockett Hospital	1,219	1,165	966	-20.8
Hillside Hospital	749	839	936	+25.0
Total	7,775	8,016	8,274	+6.4

Source: 2011, 2012 & 2013 Joint Annual Report for Hospitals

- 6. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three (3) years and the projected annual utilization for each of the two (2) years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology must include detailed calculations or documentation from referral sources, and identification of all assumptions.
  - Response: The historical critical care utilization in patient days 2011 through 2014, and the projected utilization for the first and second years of operation are presented in the following table. The number of critical care beds will increase from 24 to 26, an increase of 8.3 percent. The number of patient days for the first year of operation was projected by using the assumption that patient days will increase, from the 2014 volume, in direct proportion as the increase in beds, of 8.3 percent.

Maury Regional Medical Center Critical Care Patient Days Actual & Projected

Year	Patient Days	Percent Change
2011	5,807	-
2012	6,012	+3.5
2013	6,372	+6.0
2014	5,831	-8.5
Year 1	6,317	+8.3
Year 2	6,317	0.0

# ATTACHMENT 5 PROJECT COST LETTER

### HFR DESIGN

214 Centerview Dr. Sulte 300 Brentwood, TN 37027 615-370-8500 hfrdesign.com

May 15, 2015

Mr. John Collier Maury Regional Medical Center 1224 Trotwood Avenue Columbia, TN 38401

RE:

**MRMC ICU Renovation and Expansion** 

5<sup>th</sup> Floor Patient Tower

Columbia, TN

#### Dear John:

In preparation for the CON on your new ICU Department project, our fee proposal for the project will be \$580,000. This includes all design fees plus reimbursable expenses and State plan review fees. We estimate the construction cost to be \$6,850,000 and we recommend the construction contingency amount of \$150,000.

If you have any questions, please feel free to give me a call (615-370-8500).

DILICOTORY

Ronald L. Franks Al. President/CEO

RLF:emf

# ATTACHMENT 6 MAURY COUNTY MAYOR'S LETTER



Charlie Norman County Mayor

### Maury County Government

**Phone** (931) 375-1001 (931) 375-1002

Room 101 Maury County Courthouse Columbia, Tennessee 38401

May 20, 2015

Mr. Phillip Earhart
HSD Examiner
Health Services & Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street, Suite 850
Nashville, Tennessee 37243

Dear Mr. Earhart,

On June 1, 2015, Maury County is planning to issue general obligation bonds in the amount of \$81,060,000. As outlined in the bond documents, a large portion of this amount will be allocated to Maury Regional Hospital which is owned by Maury County. Maury Regional Hospital's capital from the sale of these bonds should be sufficient to finance the renovation and consolidation of the hospital's critical care units which has a estimated project cost of \$11,624,715.

Sincerely,

Charles R. Norman Mayor of Maury County

A Prou

# ATTACHMENT 7 REVISED OTHER EXPENSES

### PROJECTED CHART - OTHER EXPENSES (Revised)

	Year 1	Year 2
Advertising	10,000	10,000
Purchased Services	183,704	189,216
Repairs & Maintenance	50,000	51,500
Insurance	75,000	75,000
Utilities	150,000	150,000
Accreditation Surveys	9,546	9,832
Postage	3,000	3,000
Dues & Subscriptions	10,000	10,300
Freight & Shipping	5,000	5,000
Communication Expense	10,000	10,000
Uniforms	3,055	3,147
JCAHO & Quality Surveys	17,193	17,709
Hospital Signs & TV Expense	10,561	10,878
Professional Development	25,000	42,063
Physician Recruitment	25,000	25,000
Other	7,036	7,247
TOTAL	594,096	619,892

# ATTACHMENT 8 PROJECTED DATA CHART

### PROJECT DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in <u>July</u> (Month).

		Year 1	Year 2
A.	Utilization Data (Patient Days)	49,000	49,500
В.	Revenue from Services to Patients		
	1. Inpatient Services	304,468,632	313,602,691
	2. Outpatient Services	450,461,973	463,975,832
	3. Emergency Services	50,182,709	51,688,190
	2. Other Operating Revenue	12,711,258	13,092,596
	GROSS OPERATING REVENUE	817,824,572	842,359,309
C.	Deductions from Operating Revenue		
	1. Contractual Adjustments	522,168,780	537,833,844
	2. Provision for Charity Care	23,254,517	23,952,153
	3. Provision for Bad Debt	21,750,199	22,402,705
	Total Deductions	567,173,496	584,188,701
NE'	T OPERATING REVENUE	250,651,076	258,170,608
D.	Operating Expenses		
	1. Salaries and Wages	122,954,691	126,643,322
	2. Physician's Salaries and Wages	12,254,485	12,622,119
	3. Supplies	49,269,198	50,747,274
	4. Taxes	155,642	160,311
	5. Depreciation	14,361,936	14,792,794
	6. Rent	3,710,872	3,822,198
	7. Interest, other than Capital	-	
	8. Management Fees	-	_
	a. Fees to Affiliates	9	
	b. Fess to Non-Affiliates	-	-
	9. Other Expenses	30,955,818	31,884,492
	Total Operating Expenses	233,662,642	240,672,521
E.	Other Revenue (Expenses)-Net (Specify)	(7,171,677)	(7,386,827)
NE	T OPERATING INCOME (LOSS)	9,816,757	10,111,260
F.	Capital Expenditures		
	Retirement of Principal	3,635,000	3,640,000
	2. Interest	587,598	504,313
	Total Capital Expenditures	4,222,598	4,144,313
	NET OPERATING INCOME (LOSS) LESS	5,594,157	5,966,947

### **SUPPLEMENTAL-1**

### PROJECTED CHART - OTHER EXPENSES

	Year 1	Year 2
Advertising	646,227	665,614
Purchased Services	17,502,151	18,027,216
Repairs & Maintenance	3,185,576	3,281,143
Insurance	1,218,101	1,254,644
Utilities	3,595,739	3,703,611
Accreditation Surveys	72,375	74,547
Bank Charges	25,948	26,727
Postage	112,517	115,893
Dues & Subscriptions	461,463	475,307
License Fees	1,424,328	1,467,058
Community Benefits Contributions	416,636	429,135
Freight & Shipping	268,371	276,422
Communication Expense	285,979	294,558
Uniforms	23,165	23,860
Board of Trustees Expense	10,085	10,387
JCAHO & Quality Surveys	130,359	134,270
Hospital Signs & TV Expense	80,076	82,479
Fuel Expense	184,380	189,911
Professional Development	309,631	318,920
Mileage Reimbursement	138,613	142,771
Physician Recruitment	810,753	835,076
Other	53,344	54,943
TOTAL	30,955,818	31,884,492

# ATTACHMENT 9 REVISED PAGE 28

Option 1: Do nothing and maintain the status quo was rejected because of the lack of space, and the poor layout of the two critical care units. Adequate space is not available in the current patient rooms for the equipment required for critical care patients and to maintain clear pathways, space for visitors, patient privacy and isolation. Support space is not adequate for supply and equipment storage, team rounds. This lack of space is negatively impacting staff efficiency.

Option 2: Space is not available adjacent to the existing critical care units to expand the existing units in their current locations. The option would not permit the consolidation of these two units.

Option 3: Is the option that is outlined in this application.

a. The applicant should document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements. It should be documented that superior alternatives have been implemented to the maximum extent practicable.

Response: No options are available that do not require renovation or new construction. A sharing arrangement is not applicable for the treatment of critical care patients.

### SUPPLEMENTAL- 1

### **AFFIDAVIT**

STATE OF TENNESSEE

COUNTY OF Maurin

NAME OF FACILITY: Dawry Degonal Medicae Center

applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Signature/Title

Sworn to and subscribed before me, a Notary Public, this the 15 day of may, 2015, witness my hand at office in the County of may, State of Tennessee.

NOTARY PUBLIC

My commission expires <u>May 24</u>, <u>2017</u>

HF-0043

Revised 7/02

# Supplemental #2 -Original-

Maury County Regional Medical Center

CN1505-017

### BUTLER | SNOW

May 29, 2015

### VIA HAND DELIVERY

Phillip Earhart **HSD** Examiner Tennessee Health Services and Development Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

> Maury Regional Medical Center, CN1505-017 RE:

Dear Mr. Earhart:

On behalf of Maury Regional Medical Center, I am submitting, in triplicate, additional supplemental information, which is the same information that Ed Day had previously communicated to you be email.

Thank you for your attention to the enclosed.

Very truly yours,

**BUTLER SNOW LLP** 

clw

Enclosures

cc: Paul Betz

Ed Day

SUPPLEMENTAL #2
May 29, 2015
10:00 am

# MAURY REGIONAL MEDICAL CENTER

SUPPLEMENTAL INFORMATION - 2

CERTIFICATE OF NEED
APPLICATION CN1505-017
MAY 27, 2015

### **SUPPLEMENTAL #2**

May 29, 2015 10:00 am

1. Section C, Need, Item 4.A - The revised population projections in Attachment 3 is noted. However, the target population age group is not identified. Please identify the target age group for this project.

Response: The target age group is the population over 15 years of age.

### <u>AFFIDAVIT</u>

SUPPLEMENTAL #2
May 29, 2015
10:00 am

STATE OF Maury	ÖÁ Haran Haran
COUNTY OFTennessee	Si .
Doub Dote hains first duly our	rn cover that halaha in the applicant papered in this
	n, says that he/she is the applicant named in this
application or his/her/its lawful agent, that	t this project will be completed in accordance with
the application, that the applicant has read	d the directions to this application, the Rules of the
Health Services and Development Agenc	y, and T.C.A. § 68-11-1601, et seq., and that the
responses to this application or any oth	ner questions deemed appropriate by the Health
Services and Development Agency are tru	e and complete.  SIGNATURE
Sworn to and subscribed before me this $\frac{\hat{C}}{C}$	day of Mou , 2015 a Notary
Public in and for the County/State of	ennessee
My commission expires <u>June 22</u> (Mohth/Day)	NOTARY PUBLIC  STATE OF TENNESSEE NOTARY PUBLIC COUNTY



### State of Tennessee Health Services and Development Agency Andrew Jackson Building, 9<sup>th</sup> Floor

www.tn.gov/hsda Phone: 615-741-2364/Fax: 615-741-9884

May 15, 2015

Mr. Paul Betz Chief Operations Officer Maury Regional Hospital 1224 Trotwood Avenue Columbia, TN 38401

RE:

Certificate of Need Application CN1505-017

Maury Regional Hospital

Dear Mr. Betz:

This will acknowledge our May 12, 2015 receipt of your application for a Certificate of Need for the renovation of 28,000 SF of 5<sup>th</sup> floor West Tower space to consolidate two critical care units presently located on the first and second floors located at Maury Regional Hospital, 1224 Trotwood Avenue, Columbia (Maury County), TN 38401.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

<u>Please submit responses in triplicate by 1:00 PM, Friday, May 22, 2015.</u> If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

### 1. Section A, Applicant Profile, Item 2

The applicant did not provide a company name or email address for the contact person available for responses to questions. Please revise and resubmit page 6 of the application.

### 2. Section A, Applicant Profile, Item 13

Please identify all MCOs with which the applicant has contracted or plans to contract. If applicable, please discuss any out-of-network relationships in place with MCOs in the area.

### 3. Section B, Project Description, Item I

Please clarify the future plans of the space that will be vacated on the first and second floors if this application is approved.

### 4. Section B, Project Description, Item II.A.

On page 7 the application, the first section is out of order that pertains to the establishment or modification of a healthcare institution. Please remove this section and provide a replacement page.

Please complete the following table:

Critical Care Unit	# of beds	Number Rooms	of	Total Square Feet	Average Square per room	AIA Minimum Square Ft. Guideline
Proposed Critical Care Beds						
Current Critical Care Beds						

It is noted on the bottom of page 7 the applicant quoted the 1<sup>st</sup> quartile cost per SF of \$107.15 rather than the median cost per SF of \$249.00. Please include the revision on the replacement for page 7.

It is noted there will be 8,000 SF of renovated support area if this project is approved. Please briefly describe the renovated support area.

The 49 ICU/CCU step down beds are noted. However, please clarify where the 49 step down beds are located now in relation to the ICU/CCU unit and where the step-down beds will be in relation to the 5<sup>th</sup> floor West Tower if this project is approved.

Please clarify how the space of the 5<sup>th</sup> floor of the West Tower is currently used now. If it is currently occupied, where will those services relocate to?

### 5. Section C, Need, Item 4.A

Population projections in the table located in Attachment C.4.A.2 is noted. However, please revise the table and resubmit to reflect CY2015 and PY2019 population projections.

### 6. Section C, Need, Item 5

Since this proposed project is an inpatient bed project, please complete the following table for the existing service area.

ICU/CCU	Year 2011	Year 2013	Year_1	Year 2
Maury Regional Medical Ctr.				
Beds				
Admissions				
Average Daily Census (ADC)				
Average Length of Stay				
(ALOS)				
%Occupancy				
Crockett Hospital				
Beds				
Admissions				
Average Daily Census (ADC)				
Average Length of Stay (ALOS)				
%Occupancy				
Hillside Hospital			14	
Beds				
Admissions				
Average Daily Census (ADC)				
Average Length of Stay (ALOS)				
%Occupancy				

### 7. Section C, Need, Item 6

Please complete the following table for the latest three year Joint Annual Reporting period for Maury Regional Hospital as a whole.

	2012			2012			2013		
Hospital	Beds	Days	Occ'y	Beds	Days	Occ'y	Beds	Days	Occ'y
Maury									
Regional									
Medical									
Center									

Please complete the following table for latest three year Joint Annual Reporting period for Maury Regional Hospital.

	2011	2012	2013
Step-Down Beds			
Beds			
Admissions			
Average Daily Census (ADC)			
Average Length of Stay			
(ALOS)			
%Occupancy			
ICU/CCU (includes 49 step down	)		
Beds			
Admissions			
Average Daily Census (ADC)			
Average Length of Stay (ALOS)			
%Occupancy			

The table on page 17 is noted. However, please indicate the reason critical care patient days at Maury Regional Hospital decreased from 6,372 in 2013 to 5,831 in 2014.

The applicant numbered the question on page 17 #5, rather than #6. Please revise and submit a replacement page.

### 8. Section C. (Economic Feasibility) Item 1 (Project Cost Chart)

The project proposal sheet located in Attachment C. Economic Feasibility 1.2 is noted. However, please provide the documentation as part of a signed letter from a contractor and/or architect that support the estimated construction costs.

### 9. Section C. (Economic Feasibility) Item 2. (Funding)

The funding letter from Stephens Inc. is noted. However, please provide documentation from Maury County's Mayor of his/her intention to fully fund the proposed project totaling \$11,624,715 with a bond issue.

In addition, the letter dated April 30, 2015 from Stephens Inc. noted the sale of the bonds was scheduled for May 12, 2015. Please provide a status of the sale.

### 10. Section C. (Economic Feasibility) Item 4 (Projected Data Chart)

The table titled "Projected Data Chart-Other Expenses" is noted. However, it appears the Year 2 total is \$619,592 rather than \$619,892. If needed, please revise the table and Projected Data chart.

Please provide a Projected Data Chart for Maury Regional Hospital as a whole that corresponds with the proposed project.

#### 11. Section C. (Economic Feasibility) Item 11.B

Please clarify and discuss the following statement "a sharing arrangement is applicable for the treatment of critical care patients".

### 12. Section C. (Contribution to the Orderly Development) Item 2.

Your response is noted. Discuss how the proposed project will improve staff efficiency.

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." For this application the sixtieth (60th) day after written notification is July 14, 2015. If this application is not deemed complete by this date, the application will be deemed void. Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the <u>next review cycle</u>, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A.  $\rightarrow$  68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Mr. Paul Betz May 15, 2015 Page 6

Should you have any questions or require additional information, please do not hesitate to contact this office.

Sincerely,

Phillip Earhart HSD Examiner